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The Solicitors' Journal and Reporter.

LONDON, FEBRUARY 27, 1904.

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All letters intended for publication in the SOLICITORS' JOURNAL must
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Current Topics.

THE HONOURS list of the January examination has returned
to its usual dimensions, five candidates being in the first class,
and ten in each of the second and third classes. It will be
observed that the three first men in the first class served their
articles with country solicitors.

THE MASTER OF THE ROLLS announced on Wednesday that
Court of Appeal No. 1 would not sit on Monday next until
2 o'clock, as they would be detained in the morning on public
matters, and that interlocutory appeals would be taken on that
afternoon. The interlocutory appeals would also be continued
on Tuesday.

WE PRINT elsewhere a new order as to fees and percentages
in bankruptcy, providing that in any case in which an official
receiver has become, or is acting as, trustee in proceedings under
the Bankruptcy Act, 1869, the fees and percentages prescribed
by the orders of the 18th and 19th of December, 1890, may be
charged for the proceedings.

A NEW ORDER as to county court fees, of considerable length, has
been issued, which will be known as the order of December,
1903. It does not appear to alter the fees payable, and
probably the reason for its being issued is to secure uniformity
with the new county court rules. Thus there is still a poundage
fee payable for every plaint or petition at the rate of one
shilling in the pound, and the hearing fee is at the rate of two
shillings in the pound. But it is possible that there have been
changes in some of the numerous items which the order contains.
It will come into force on the 1st of March next.

MR. GRAY HILL, in his admirable address to the Liverpool
law students, a report of which will be found elsewhere, told
them that the Law Society was nothing less than their legal
father and their legal mother rolled into one; it took part in

their legal begetting and their legal birth, and it cared for their education and the attainment of their legal manhood. We should have been glad to hear a little more about the duty of the Chancery-lane parent after its numerous offspring have attained their legal manhood. It would almost seem, from the President's remarks, that its main function after that event is to apply to have its progeny legally destroyed by the process known as striking off the rolls. We all know, however, that, on most questions, the "just though inexorable parent," in its capacity of legal father, does look after the interests of its grown-up children. But, as we all also know, there are occasions on which the legal motherhood of the society (which, as represented by the Council, is the motherhood of a very old lady) will assert itself. Being herself a Government pensioner, she is not always ready to interfere with or "tackle" a Government Office or Department. It remains to be seen which side of the parent will be displayed with reference to the new arrangements at the Estate Duty Office.

THE COURT of Appeal have in *Stockdale v. Ascherberg* (ante, p. 244) refused to relieve the three years' tenant from the oppressive burden of the covenant to pay "outgoings." We have quite recently discussed the subject, and have pointed out that, having regard to the authorities, no relief was to be expected. Taking the words of the covenant alone, it is obvious that they must receive the same construction whatever may be the length of the tenancy. "It is extremely difficult," remarked KAY, J., in *Bachelor v. Bigger* (60 L. T. 416), "to say that a covenant, the words of which would, in the case of a term of twenty-one years, include a payment by the tenant, must be construed not to include it because the term is only three years." A ray of hope has been afforded to the tenant's advisers by the dictum of COLLINS, M.R., in *Foulger v. Arding* (50 W. R. 417; 1902, 1 K. B. 700), that the covenant must be assumed to relate only to matters which may reasonably be supposed to have been contemplated by the parties as being within the purview of the contract. No tenant, it may be argued, under a short tenancy, supposes that he is going to be charged with sums for capital expenditure which may exceed his annual rent. But in truth the actual amount of the expenditure is not relevant. The question is, not whether the tenant is to escape payment because of the largeness of the amount, but whether he is to escape because the payment, whether large or small, was not within the purview of the contract. In discussing the scope of the contract it must be assumed that the tenant knows the nature and incidents of the relation into which he is entering; that he knows, therefore, that there are various charges which may be incurred at the instance of the local authority for sanitary and other purposes; and if, with this knowledge, he chooses to agree to pay all "outgoings," he is only in the same position as any other man who makes an improvident bargain. As a matter of fact, the result is oppressive to tenants on short tenancies, because too often they accept the landlord's agreement; but it is difficult to see what can be done short of placing these charges on the same footing as income tax and disabling the landlord from contracting himself out of them.

THE DECISION of the House of Lords in *Mayor of Eastbourne v. Attorney-General* (Times, 16th inst.), affirming the judgment of the Court of Appeal (50 W. R. 161; 1902, 1 K. B. 403), is a striking example of the mode in which the fiscal authorities are gradually extending the burdens imposed on the transfer of property. It is one of the cardinal principles of the Stamp Acts that agreements for the sale of chattels are exempt from duty, and hence, when, by section 59 of Act of 1891, agreements for the sale of certain classes of property were subjected to *ad valorem* duty, chattels were carefully exempted. This exemption, however, is viewed with disfavour by the authorities, and since it does not cover a conveyance of chattels, advantage is taken of any recital or clause in an instrument which can by possibility be construed as a conveyance of the chattels, and *ad valorem* duty is demanded accordingly: see *Garnett v. Inland Revenue Commissioners* (48 W. R. 303). An enactment apparently intended to carry out the same policy was obtained in the Finance Act, 1895. This Act

provided, by section 12, that wherever by virtue of any Act (a) any property is vested by way of sale in any person, or (b) any person is authorized to purchase property, such person must produce to the commissioners a copy of the Act in the first case, and an instrument of conveyance of the property in the other case, duly stamped with the *ad valorem* duty payable upon a conveyance on sale of the property. In the *Eastbourne* case, the Eastbourne Corporation had, under statutory powers, purchased the undertaking of the Eastbourne Electric Lighting Co. for the sum of £88,749, of which £37,929 was in respect of chattels and the balance in respect of real estate. Save under the above Act there was, of course, no need to have a conveyance of the chattels, nor was the agreement in respect of them subject to *ad valorem* duty. The authorities, however, have required that a conveyance of the entire property, stamped on the full consideration of £88,749 should be produced, and the words of the section have been held to be too clear for the requirement to be rejected. In principle, of course, there is no reason why the chattels in such a case should be subject to duty, and presumably the wording of the section is due to the astuteness of some Treasury official. It will be remembered how a similar scheme was frustrated last year in connection with companies' additional capital duty. The Act of 1895 seems to have been allowed to pass too easily.

ANY ONE who compares the law reports of the present year with those of thirty years ago must observe that counsel go further and further afield in their search for authorities to support their arguments. American, Irish, Scottish, and Colonial cases are freely cited, and we fully expect that the list will be increased by select decisions of the county courts. In the recent case of *Green v. Britten*, where the question was whether an arch was a "warehouse" within the meaning of the Workmen's Compensation Act, the Master of the Rolls in his judgment says that the Court of Appeal had recently adopted the distinction drawn by his Honour Judge WIGHTMAN WOOD in an unreported case. Such cases will not, of course, be received as binding authorities, but the distinction between a case which the court allows to be cited and one which they regard as a binding authority is not always so clearly defined as could be wished. We observe that in the case of *Stuart v. Joy*, which was decided by the Court of Appeal during the last sittings, Lord ALVERSTONE, C.J., in his written judgment, dismisses an important point in the case with the observation that "it is inconsistent with the judgment of the Privy Council in the case of *Eccles v. Mills* (1898, A. C. 360). But in *Leask v. Scott* (2 Q. B. D. 376) BRAMWELL, L.J., in delivering the judgment of the Court of Appeal, referred to a case determined by the Judicial Committee, and which appeared to be precisely in point. The learned judge added: "We are not bound by its authority, but we need hardly say that we should treat any decision of that tribunal with the greatest respect, and rejoice if we could agree with it. But we cannot." As to the decisions of the Irish and Scottish courts, it has repeatedly been said that, though entitled to the highest respect, they are not binding on English judges. But decisions of these courts on Acts of Parliament which extend to Ireland and Scotland are cited and discussed in much the same manner as they would be if they were binding authorities. To search the reports of all the Anglo-Saxon communities may, in time, become so heavy a task that it may lead the English practitioner to consider whether he might not employ his time better in carefully studying the facts of the case before him, and in endeavouring to ascertain the real point in dispute.

IN THE CASE of *Ludlow v. Pike* (reported elsewhere) CHANNELL, J., has decided against the validity of an attempt to reserve in a lease an additional rent of an amount equal to the rent-charge which the landlord might pay. The exact words of the *residendum* were—"and also by way of further rent so much as the landlord shall pay for tithe rent-charge in respect of the said premises." The liability of the tenant in respect of tithe rent-charge has, of course, been fundamentally altered by the Tithe Act, 1891. Formerly the tithe owner could recover the amount of the charge by distress on the goods of the tenant, and the

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tenant could then deduct what he had paid from his rent. This right of deduction was conferred by section 80 of the Tithe Act, 1836, but no words expressly prohibiting agreements to the contrary were inserted, and hence landlords had the chance of depriving tenants of the benefits of the section. The Act of 1891 provides, however, by section 1, that tithe rent-charge "shall be payable by the owner of lands, notwithstanding any contract between him and the occupier of such lands, and any contract made between an occupier and owner of lands after the passing of the Act for the payment of the tithe rent-charge by the occupier shall be void." Moreover, the tenant is no longer subject to distress, the tithe-owner's only remedy being by the appointment of a receiver of the rents. It may be assumed that a landlord is at liberty to protect himself by bargaining for payment of a gross sum as rent which shall be sufficient to cover the tithe rent-charge, if he can get a tenant to take the land on these terms. But, technically at any rate, it is a different thing to bargain for the repayment of the actual sum paid by the landlord, and this seems to be an agreement for payment of the tithe rent-charge by the tenant within the meaning of section 1. A similar provision was contained in 2 & 3 Will. 4, c. 119, with reference to tithe rent-charge in Ireland, section 13 enacting that a tenant should be entitled to hold his land tithe free, and that any agreement to the contrary should be null and void. Upon this it was held in *Davis v. Fitton* (2 Dr. & W. 225) that the tithe rent-charge could not be included as such in the rent, although the tenant might agree to pay an additional gross sum in respect of the landlord paying the charge. CHANNELL, J., considered that this was an authority governing the present case, and held that the reservation in question was void.

WE HAD occasion nearly two years ago (46 SOLICITORS' JOURNAL, 308) to comment upon the American case of *Oakman v. Belden* (94 Maine Rep. 280), in which the action was of rather an unusual form, being by a husband for the alienation of the affections of his wife by her parents, who were the defendants. The plaintiff alleged that the defendants unjustifiably interfered in his domestic affairs, and, with intent to break up the harmonious and affectionate relations existing between him and his wife, "wrongfully enticed, advised, and procured her to leave him," which she did. At the trial the jury were directed that if the separation of the plaintiff's wife from him was the result of the actual interference of the parents; if the wife would have gone back but for their interference, the plaintiff was entitled to a verdict. The jury gave a verdict for substantial damages, but, on an application for a new trial, the Supreme Court held that if the parents acted in good faith for their daughter's good, believing upon reasonable grounds that the further continuance of the marriage relation tended to injure her health or destroy her peace of mind, they were not liable, and that the direction, unqualified as it was, was erroneous. We observed that, though the case of *Winsmore v. Greenbank* (Willes, 577) was an instance of a similar action in the English Reports, the action did not seem to have been popular in England. But an action of this description has just been tried at the Leicester Assizes before WRIGHT, J. In *Smith v. Kays and Robinson* the plaintiff claimed damages against the defendants for having enticed his wife to depart and remain apart from him without his consent, and for wrongfully harbouring his wife after she had left him, by reason of which he was deprived of her society and services. The defendants were respectively the brother and brother-in-law of the wife, and by reason of this relationship, were, according to the American cases, entitled to particular privileges. The learned judge left to the jury the question whether the defendants enticed, persuaded, or incited the wife to leave her husband, and whether, in consequence of their acts, she did leave him. If she merely asked the defendants for their advice, and they in good faith advised her to leave her husband, they would not be liable. The jury gave a verdict for the plaintiff for £500 damages. If this verdict is upheld it is possible that we may hear more of such actions in this country. A learned correspondent suggests, however, that if it could be shown, in defence to such an action, that the wife was a free agent and acting quite voluntarily, and that she wished to leave her husband and remain apart from

him, probably the action would fail. There is no longer any power of attachment for disobeying a decree for restitution of conjugal rights; and *Reg. v. Jackson* (1891, 1 Q.B. 671) has clearly established that a husband has no right to use force to restrain a wife who refuses to live with him. If, therefore, in the recent case the lady had been produced in the witness-box to prove that she had acted of her own free will, probably the result would have been different; but failing that evidence, no doubt the result was right.

THE CASE of *Hares v. The Pearl Life Assurance Co.* (1903, 2 K. B. 92) attracted much interest among life insurance companies, and even greater interest is likely to be felt in the news that the decision has been reversed by the Court of Appeal (reported elsewhere). The facts, according to the findings of the jury, were that the agent of a life assurance company, the defendants, represented to the plaintiff that two policies which he proposed to effect on the life of his mother were good and valid policies, and that in consequence of, and in reliance upon, this representation, he effected the policies. But it was also found that in making this representation the agent was not guilty of any fraud—that is to say, that he made it in good faith, believing it to be true. More than twelve years after these policies had been effected, the plaintiff, being informed that the policies were void under the Life Assurance Act, 1774, inasmuch as the plaintiff had no insurable interest in the life of his mother, brought his action to recover the premiums paid by him during the preceding twelve years. It may be assumed that, apart from the representation of the agent, the maxim "*in pari delicto potior est conditio defendentis et possidentis*" would have been fatal to the plaintiff's claim, for the courts will not assist an illegal transaction in any respect; but it was strongly argued that the representation, which was made by an agent skilled in insurance matters to a person ignorant of the law, made all the difference. The King's Bench Division adopted this view, CHANNELL, J., saying that it must be conceded that if the representation as to the legality of the policies had been fraudulently made, the plaintiff would have been entitled to recover, and that, in his opinion, the fact that the contract had been procured by a statement which, though innocent, was not true, made no difference. This decision has now been reversed by the Court of Appeal. The Master of the Rolls referred to the rule of law that where one of two parties to an illegal contract paid money to the other in pursuance of the contract, he could not recover, and—with regard to the plaintiff's contention that he was relieved from the operation of that rule by the representation of the agent of the defendants—said that this representation was a mere statement of opinion as to the law, and that, in the absence of fraud, duress, pressure, or some fiduciary relationship between the parties, a party to an illegal contract who had incurred a loss in consequence of a mistake in law must submit to that loss. We do not wish to offer any opinion as to the merits of the particular case. The delay on the part of the plaintiff was calculated to seriously prejudice his claim. But if the action had been brought immediately after the payment of the first premium, we should have thought that the decision was a hard one. No point was made as to the authority of the agent to make the representation, and we must assume that it was adopted by the company, who, therefore, obtained the benefit of a payment which was made under an error in a material particular.

SELDOM has the popular press of this country more grossly misrepresented a legal decision than has been done in the reports of the recent case of *Parker v. The London County Council*, and in the comments upon that case. The decision of CHANNELL, J. (reported elsewhere), has been interpreted as meaning that no action for damages for personal injuries caused by negligence will lie against the London County Council in respect of the working of their electric tramcars, they being protected from liability by the Public Authorities Protection Act, 1893. The plaintiff in the action was injured on the defendants' tramway by the negligence of the defendants' servants on the 16th of June, 1903. On the 12th of January, 1903, he issued a writ in an action for damages. The case came before CHANNELL, J., on a point of law raised by

the defence, that the action would not lie because it had not been brought within six months of the injury. It is provided by section 1 (a) of the Public Authorities Protection Act that an action shall not lie against any person for any act done in pursuance of any Act of Parliament, or of any public duty, or in respect of any alleged neglect or default in the execution of any such act or duty, unless the action is commenced within six months after the act or neglect complained of. The defendants relied on this provision. It was argued for the plaintiff that the defendants were not protected, as they were engaged in a commercial enterprise. A decision of the Court of Appeal, however, is against this view. In *The Ydun* (1899, P. 236) an Admiralty action was brought against the Corporation of Preston for damages for injuries caused to a ship in the Port of Preston by the negligence of the corporation. The corporation were by Act of Parliament the port and harbour authority, and they therefore claimed to be entitled to the protection of the Act of 1893; and as the action was not brought within six months of the injury, it was dismissed by Sir F. JENKINS. The Court of Appeal upheld this decision of the President. CHANNELL, J., followed the ruling of the Court of Appeal, and held that as the action had not been brought within six months, the defendants were protected. He pointed out the principle underlying the protection. The defendants are a municipal corporation, and working their tramways at the expense of the rates. If damages are recovered against them, such damages must come out of the rates. Now, ratepayers should bear their own burdens, and should not leave their debts to be paid by future ratepayers; therefore, such actions should be brought promptly. This principle does not apply to commercial corporations, even though acting under statutory authority, and therefore they are not protected. In *Attorney-General v. Margate Pier and Harbour Co.* (1900, 1 Ch. 749) it was held that a company incorporated by Act of Parliament, not only for the performance of duties of public utility, but also for the purpose of earning profits for the shareholders, is not entitled to protection. If the law was different every railway company in the country would be entitled to protection. It is not easy to see that there is any great hardship in the recent decision, if properly understood. Six months seems a liberal time to allow an injured person within which to commence proceedings; and nervous persons may rest assured that the London County Council are not entitled to kill and maim their passengers with impunity, as some newspapers have alleged.

WHERE, OWING to the plaintiff having previously recovered a portion of his claim in the High Court, under order 14, the balance thereof only remains in dispute, and then the proceedings are remitted to the county court, there is, nevertheless, but one action pending and remitted (*White v. Headland's Patent Battery Co.*, 47 W. R. 273; 1899, 1 Q. B. 507); and, consequently, in determining which county court scale of costs is applicable to such a case, regard must be had, not to the amount in dispute in the county court, but to the sum total of the plaintiff's claim: *Id.* and see *Keeble v. Bennett* (42 W. R. 539; 1894, 2 Q. B. 329). These principles have received due recognition in the recent case of *Aston Tube Works (Limited) v. Dumbell and Another*, where it was held by the King's Bench Divisional Court that Scale C (applicable where the sum recovered exceeds £50) governed the taxation of costs in that case, as the plaintiff's original claim was for £71, though the balance thereof, successfully disputed by the defendants in the county court, had been reduced to a sum less than £50, by the defendants consenting to judgment against them, under order 14, for £23 18s. 10d. In the case under consideration the successful defendants' right to any costs (though expressly awarded to them by the county court judge) was disputed, upon the ground that as the plaintiffs had recovered a portion of their claim, the costs must, in the absence of special High Court direction with regard to the costs of the remitted action, follow the event, and that the county court judge had no discretion in the matter vested in him under section 113 of the County Courts Act, 1888, which, according to *dicta* of RIDLEY and DARLING, JJ., in *Wright v. Bull* (1900, 2

Q. B. 124, 127) limits his discretion to costs "not *herein* otherwise provided for," and does not enable him to exercise it where costs are not otherwise provided for in the County Court Rules. The court, however, overruled this contention, and in upholding the view of the county court judge as to the defendants' right to costs, expressed their dissent from the *dicta* above referred to.

THE WIDENING of Piccadilly near Walsingham House in pursuance of the powers and provisions of 57 Geo. 3, c. xxix. (Michael Angelo Taylor's Act) has revived the question how far the owner of a house who is able and willing to sell the whole of it can be compelled to sell part under sections 80 and 82 of the Act. It is not generally known that this Act does not give an option to the owners—such as is given by section 92 of the Lands Clauses Consolidation Act, 1845—to require the purchasing body to take the whole when part only is required. In the present case, the borough council served notice on the owners of two shops fronting upon Piccadilly, that they intended to widen the street and that they required to purchase the hereditaments and premises specified in a schedule. From this description it appeared that the premises formed part only of the two shops. The owners of the shops thereupon applied for an injunction to restrain the borough council from proceeding under their notice to take part only of the shops. The question, according to *Gordon v. Vestry of St. Mary Abbott's, Kensington* (1894, 2 Q. B. 742), would appear to be whether part of the shops could be cut off without destroying their identity. It has been announced, however, that the parties have come to an arrangement, so that it must be decided at some future period whether the balance of convenience is in favour of the borough council or of the occupier.

Priority as Between Incumbrancers on a Trust Fund.

"I AM inclined to think," said Lord MACNAGHTEN in *Ward v. Duncombe* (42 W. R. 59; 1893, A. C. 369, at p. 393), "that the rule in *Dearle v. Hall* (3 Russ. 1) has on the whole produced at least as much injustice as it has prevented." "I do not profess," said COZENS-HARDY, J., in *Lloyd's Bank v. Pearson* (1901, 1 Ch. 865, at p. 872), "to be able to discover any definite principle upon which the rule in *Dearle v. Hall* is founded. Nevertheless, it must be recognized as a positive rule, though it is not one to be extended." A rule which has produced such *dicta* cannot be said to be altogether satisfactory, and the result which it has produced in *Re Dallas (ants)*, p. 260) will not tend to increase its credit. In that case A. was expectant legatee under his father's will to a sum of £10,000. The will was dated July, 1893. The testator subsequently became a lunatic and died in December, 1902. In this interval A. had charged his expectant legacy to various persons to secure sums which in the aggregate were considerably in excess of £10,000. Three executors were appointed by the will, two of whom predeceased the testator. The third was A., and he on the 9th of January, 1903, renounced probate. On the 4th of March, 1903, administration with the will annexed was granted to an administratrix. On the following day three of the incumbrancers gave notice of their incumbrances to the administratrix; on the 12th of March another incumbrancer gave notice. Hence arose the question whether the earlier notices were effectual to vary the order of the incumbrances, which, apart from the notices, would of course rank according to priority of date.

The incumbrances, stated briefly, were as follows: March, 1896, in favour of P., for £4,302; January, 1897, Q., for £2,800; May, 1897, R., for £500; October, 1897, R., for £2,500; May, 1898, S., for £150; June, 1898, T., for £2,180; November, 1898, R., for £700; and November, 1899, T., for £939. The incumbrancers who gave notice on the 5th of March, 1903, were P., Q., and T., their aggregate debts amounting to £10,221, and thus quite exhausting the fund. R. was the incumbrancer who gave notice on the 9th of March, 1903. Now it is, of course, settled that under ordinary circumstances the priority of assignments of

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a fund in the hands of trustees can be varied by the giving of notice, and this is sometimes stated by saying that an assignee of such a fund must give notice in order to complete his title. But objection was taken to this proposition by Lord Macnaghten in *Ward v. Duncombe* (*supra*). "In defence of the rule in *Dearle v. Hall*," he observed, "it has been said that notice is necessary in order to 'perfect' the title of the assignee—in order to 'complete' his title. Those expressions have frequently been used, but they are, I venture to think, little more than mere phrases. Notice does not render the title perfect. Apart from the rule in *Dearle v. Hall*, an assignee of an equitable interest from a person capable of disposing of it has a perfect equitable title, though the title is no doubt subject to the infirmity which attaches to all equitable titles. And that infirmity is not and cannot be wholly cured or removed by notice to the trustees."

It is, of course, true that the assignment by the *cestui que trust* vests a title to the fund in the first assignee, and this title does not become more complete because he gives notice to the trustees. But the question is, not whether the assignee has technically obtained a title to the fund, but whether he has a title which he can maintain against subsequent assignees. This is the essential point for him, and he runs great risk if he does not at once fortify his title by giving notice to all the trustees. Notice to one is, indeed, sufficient, so long as that one continues to be a trustee. But in the event of his death it seems that the effect of the notice is at an end, and the way is again open for subsequent assignees to obtain priority (*Timson v. Ramabottom*, 2 Keen 35: though see *per* Lord Macnaghten in *Ward v. Duncombe*).

But whatever may be technically the more correct way of describing the effect on the assignee's title of his giving notice to the trustees of the fund, it is clear that, if he fails to give such notice, he may find his security defeated by a subsequent assignment. This result was justified in *Dearle v. Hall* by the consideration that the assignee by failing to give notice leaves the equitable interest under the control of the *cestui que trust*. If no notice is given, the *cestui que trust*, said PLUMER, M.R., "though he has in fact parted with his interest, appears to the world to be the complete equitable owner, and remains in the order, management, and disposition of the property as absolutely as ever; so that he has it in his power to obtain by means of it a false and delusive credit." This reasoning would have been satisfactory enough had it been properly followed out. If the subsequent incumbrancer can establish that he has been in fact deluded by the omission of the first assignee to give notice, then the latter may properly be made to suffer. But this assumes that the rule only applies where the second incumbrancer has made inquiry of the trustees, and in *Foster v. Cockerell* (3 Cl. & F. 456) it was decided by the House of Lords that there was no such limitation. The rule does not depend upon the consideration that the conduct of the first incumbrancer has, in fact, prejudiced the second incumbrancer. It is an absolute rule that a first incumbrancer who fails to give notice to the trustee will be postponed to a subsequent incumbrancer who gives the notice. "It may perhaps be doubted," said Lord Macnaghten in *Ward v. Duncombe* (*supra*), "whether the views of Sir THOMAS PLUMER were quite correctly appreciated in *Foster v. Cockerell*, which gives the go-by to all considerations founded upon the conduct of the parties. But however that may be, *Foster v. Cockerell* unquestionably lays down that the rule known as the rule in *Dearle v. Hall* is independent of any consideration of the conduct of the competing assignees, where the assignee second in date has no notice of the earlier assignment. Priority in such a case depends simply and solely on priority of notice."

This enunciation of the rule rendered almost inevitable the result which was arrived at in the present case of *Re Dallas*. At the date when the various incumbrances were created there were no trustees of the fund to whom notice could be given. The assignor might possibly have been such a trustee after the death of the testator and before he had renounced probate, but it has been held that an effectual notice cannot be given to an assignor who is himself the trustee, on the ground that he is interested in concealing the fact of the notice: *Brown v. Savage* (4 Drew. 640),

Lloyd's Bank v. Pearson (*supra*). There was no possibility of an effectual notice being given until the grant of administration on the 4th of March, 1903, and then priority was at the call of any incumbrancer who was alert enough to take advantage of the opportunity. As has been stated, three of the incumbrancers gave notice on the 5th of March, and it has been held by the Court of Appeal, affirming BUCKLEY, J., that they were entitled to priority over the incumbrancer whose notice was not given till four days later.

The Land Transfer Rules, 1903.

II.

FIRST REGISTRATION.

Possessory Title.—Applicants for registration with a possessory title are still, as under the old rules, required to furnish *prima facie* evidence that they are entitled to be registered, though in the absence of any available documents of title, the evidence may be only a statutory declaration of title. But the rules relating to an application of this nature have undergone some important alterations. Formerly the application had to be accompanied by either (a) a conveyance on sale to the applicant, or (b) a statutory declaration of title accompanied by the latest document of title (if any) in the possession or under the control of the applicant. Now rule 18 requires that the application is to be accompanied by either:

(a) A deed or other document conferring on the applicant a title under which an application for registration as first proprietor of land can be made; or

(b) A statutory declaration by the applicant or his solicitor in Form 2 in the First Schedule hereto, or to the like effect.

And there is added the following proviso:—

In cases under paragraph (a) where the accompanying document of title is a probate, letters of administration, order of court, or other document of record, and in all cases under paragraph (b), the application shall also be accompanied by the latest document of title, other than a document of record, in the possession or under the control of the applicant.

The first change, therefore, is that where the application is made without a statutory declaration, the deed offered as *prima facie* evidence of title need not be a conveyance on sale, but may be any deed or other document which confers a title on which an application for registration can be based. Apparently the object is to facilitate applications for registration with a possessory title in cases where the applicant is not a purchaser on sale, and also where a purchaser has not taken a conveyance. The cases in which an applicant is entitled to apply for registration are enumerated in sections 5 and 68 of the Land Transfer Act, 1875, and in relation to settled land attention has to be paid to section 6 of the Act of 1897.

As we have already pointed out (*ante*, p. 256), any person may apply to be registered (1) who has contracted to buy the fee; or (2) who is entitled to the fee for his own benefit at law or in equity; or (3) who is capable of disposing of the fee for his own benefit by way of sale (section 5 of the Act of 1875). It thus follows that a contract to purchase is a document which can accompany the application for registration under rule 18 (a), and hence a purchaser who desires to be registered before he has taken a conveyance will in future be able to do this on his contract, and need not make the usual statutory declaration. The statutory declaration is also dispensed with where the applicant derives his immediate title in some other manner than sale; under a settlement, for instance, or a devise, or a mortgage followed by foreclosure. Apparently the effect will be to enable the statutory declaration to be dispensed with in nearly all cases. It may still be advisable, however, to adopt the mode of registration with a statutory declaration of title for the purpose of making the declaration available in the future as a root of title. As under the former rules, where application for registration is made by a purchaser, the consent in writing of the vendor or his solicitor must be left with the application. It is to be remembered that registration of a purchaser does not vest in him the legal estate. Registration is required, in a compulsory district, to enable him to obtain the legal estate, but it does not supersede the necessity of getting the legal estate in by ordinary conveyance. It is now settled that the legal estate exists, and is disposed of, quite apart from the registered title;

and although it is, under certain circumstances, liable to be overridden by the registered title, yet it is still necessary to trace its devolution, and to see that it is duly got in: see *Capital and Counties Bank v. Rhodes* (51 W. R. 470; 1903, 1 Ch. 631).

The new proviso to rule 18, which we have quoted above, requires that in certain cases the application should be supported by more than one document of title. If the application is made under paragraph (a), and the document presented is a probate or other document of record, the applicant must also present his latest document of title which is not of record. In applications under paragraph (b) the effect of the rule is not altogether clear. There must be a document accompanying the application which is not a document of record, and apparently there is no objection to including a document which is of record. Probably, however, the intention is that, in both cases, where the immediate title of the applicant is derived under a document of record, his application shall also be accompanied by an earlier document of title. The application must, as formerly, contain, or be accompanied by, sufficient particulars, by plan or otherwise, to enable the land to be fully identified on the ordnance map.

Rule 19 repeats the former provision that it shall not be necessary to state in the application whether the property is subject to any incumbrances, but "a statement in writing as to the incumbrances, conditions, or other burdens affecting the land at the date of the first registration thereof may be made on the first registration of the land as part of the application by the applicant or his solicitor, or subsequently by the proprietor or his solicitor, and, if made, shall be filed and referred to in the register." The provision for filing this statement is new. Hitherto the substance of such a statement has been put on the charges register. A new rule (rule 20) provides that no particulars of the incumbrances, conditions, or burdens shall be entered on the register, but an entry shall be made that a statement has been filed. The same procedure will hold with regard to supplemental statements showing how the incumbrances, &c., have been discharged or modified.

Rule 22 provides that applications are to be entered in a book in the order in which they are delivered, and are to be numbered accordingly. The plans and entries for the register are to be prepared in the registry, and are, unless the registrar shall think it unnecessary, to be approved by the applicant or his solicitor. Registration dates from the day, and according to the priority, of the delivery of the application. Rule 23 enables the formal application for registration to be dispensed with in cases where the draft entries can be prepared without it. "The draft entries for the register," so runs the rule, "approved by the applicant or his solicitor, may, if the registrar shall think fit, be accepted in lieu of an application in Form 1 in the first schedule hereto."

Under section 72 of the Act of 1875, the applicant must produce to the registrar such documents of title as will, when stamped or otherwise marked, give notice to a purchaser of the fact of registration, and these are to be stamped or marked accordingly. Under the Act of 1897, the registrar may, in cases of registration with a possessory title, act on such reasonable evidence as may be prescribed as to the sufficiency of the documents produced, and as to dispensing with their production in special circumstances. Rules 25 and 26 repeat the previous provisions enabling the registrar to accept a statutory declaration by the applicant's solicitor as sufficient on these points. Rule 29 introduces the new provision that where the estate of the first registered proprietor is or may be subject to a restraint on alienation, the registrar shall enter a restriction protecting any such restraint in such manner and form as he thinks fit.

The main result of the changes in this portion of the rules appears to be to enable an applicant for possessory registration to dispense with a statutory declaration of title, and also, if the draft entries for the register can be readily made, to dispense with a formal application for registration; and to keep the charges register clear of statements as to prior incumbrances. Subsequent incumbrances can be registered just as in the case of an absolute title.

Appeals from the Railway and Canal Commission Court are fixed to be heard in Appeal Court No. 1 on Tuesday, the 15th of March and following days.

Reviews.

Books Received.

Reports of Bankruptcy and Company Cases Decided in the High Court of Justice, the Court of Appeal, and the House of Lords. Edited by EDWARD MANSON, Barrister-at-Law, and WALTER IVIMEY COOK, Barrister-at-Law. Vol. X.: Comprising Cases Decided during the Year 1903, together with a Complete Digest and Index. Sweet & Maxwell (Limited).

Correspondence.

The New System at the Estate Duty Office.

[To the Editor of the Solicitors' Journal.]

Sir,—With reference to the correspondence in your journal with regard to the new system at the Estate Duty Office, we quite agree with "A. & Z." that the delay under the new system is something terrible. Out of seven accounts which we sent to the department for assessment during the first and second weeks in January, we have only succeeded in obtaining one assessment, which is to hand this morning.

We cannot but think that the cause of the delay is not entirely owing to the officials having too much work to get through, as in one of the accounts, a very simple one, which was returned to us (quite unnecessarily), the account was marked "received 3rd January," "examined 8th," "checked 17th," "letter dictated 21st," and such letter was received by us on the 28th.

It is on the shoulders of the unfortunate solicitors that the blame for these delays is thrown by exasperated clients, and we feel that this is a subject which therefore directly affects every member of the profession, and is one with regard to which solicitors should unite and bring all the pressure in their power to bear upon the authorities, either to revert to the old system or to insist on the work being done in a very different way from what it is at the present moment.

Feb. 18.

C. M. & J.

[To the Editor of the Solicitors' Journal.]

Sir,—I read with interest the letter from A. & Z. on the delay on the part of the Estate Duty officials, but as they actually received a reply in the fortnight—under pressure, certainly—they should be more than satisfied.

I sent on some succession duty and residuary accounts of a simple character on the 14th of January. On the 3rd of February I received, and replied to, a query on the residuary account, and since then I have been and am

Feb. 18.

PATIENTLY WAITING.

[To the Editor of the Solicitors' Journal.]

Sir,—In confirmation of your correspondence of last week, we have to inform you we have, to-day, received an account in a small matter sent to the office on the 3rd inst. Under the old system, our clerk would, perhaps, have waited at the office an hour for his turn, disposed of the matter in ten minutes, and it would have been closed three weeks ago. We prefer the old system.

London, Feb. 23.

Y. & S.

At the Oakham Assizes, before Mr. Justice Bucknill, says the *Daily Mail*, the grand jury had been summoned as usual, and it was again their lot to hear from the judge that there was nothing for them to do. His lordship added that there had been no cases, civil or criminal, for trial at those assizes since his last visit five years ago.

At the Exeter police-court on Wednesday, says the *Times*, James Wellington, jun., solicitor, of Crediton, was committed for trial at the assizes on the charge of uttering and disposing of a false deed. The charge arose out of the mortgage of some property left by a Mrs. Wreford, the trustees of which were the prisoner's father and Mr. J. T. How, a yeoman, for the benefit of a Mrs. May. In 1902 it was proposed to make a transfer of the mortgage in Mrs. May's interest, and it was discovered that on the 7th of January, 1902, the prisoner had attended at the offices of Buckingham, Son, & Kindersley, in Exeter, and produced a mortgage deed, with surrender endorsed upon it, purporting to be signed by Mr. How and Mr. Wellington, sen., and attested by the prisoner. Everything appearing genuine and straightforward, Mr. Kindersley handed the prisoner a cheque for £800, payable to his order at their Exeter bank. That cheque was immediately taken over by the prisoner to the National Provincial Bank at Exeter, with instructions to place it to his credit at the bank at Crediton. Mr. How denied that the signature was his and said that when he asked for a deposit-note of the money the prisoner said he was afraid he could not produce it. The prisoner, who reserved his defence, was admitted to bail.

New Orders, &c. Bankruptcy, England.—Fees.

ORDER AS TO FEES AND PERCENTAGES, DATED 4TH FEBRUARY, 1904.

I, the Right Honourable Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do, by virtue of the powers vested in me by the Bankruptcy Act, 1883, prescribe that, notwithstanding anything contained in the Order as to Fees and Percentages dated the 18th and 19th days of December, 1890, in any case in which under sections 159, 160, and 161 of the Bankruptcy Act, 1883, an official receiver has become, or is acting as trustee in proceedings under the Bankruptcy Act, 1869, such fees and percentages may be charged for and shall be payable in respect of the proceedings, including proceedings taken and conducted before the date of this order, in addition to the fees and percentages prescribed by Tables B and D of the said order, as the court on the application of the Board of Trade may by order think fit to allow; and all the provisions of the said order shall, so far as applicable, apply to the said additional fees and percentages when so allowed.

HALSBURY, C.

Dated the 4th day of February, 1904.

We, the undersigned Lords Commissioners of His Majesty's Treasury, concur in the foregoing order.

AILWYN E. FELLOWES.

Dated the 4th day of February, 1904.

BALCARRES.

Cases of the Week.

Court of Appeal.

GRIFFIN v. HOULDER LINE (LIM.). No. 1. 16th Feb.

WORKMEN'S COMPENSATION—SAILOR—SHIP IN DOCK—WORKMEN'S COMPENSATION ACT, 1897, s. 7—FACTORY ACT, 1901, s. 104.

This was an appeal from a decision of the judge of the City of London Court in an arbitration under the Workmen's Compensation Act, 1897. The question was whether a sailor employed on board a ship lying in dock is within the provisions of the Act. The deceased was an able seaman on board a steamship belonging to the respondents. The vessel, being on a voyage from Liverpool to the River Plate, proceeded to Newport to take in bunker coal. Having done this, she was moved out to the buoys in the docks with the intention of proceeding to sea on the next day. While there the deceased in the discharge of his duties as a seaman met with the accident which resulted in his death. The judge of the City of London Court held that as the deceased was a sailor, working as a sailor, he was not within the Act. The applicant, the widow of the deceased, appealed.

THE COURT (COLLINS, M.R., and COZENS-HARDY, L.J., MATHEW, L.J., dissenting) allowed the appeal.

COLLINS, M.R., said it was not contended that there was any provision expressly excluding sailors from the Act; but it was once thought that, as the Act did not in terms constitute a ship a factory, employment in a ship in a dock was not employment in a factory, and the inference was also drawn that, as ships were not made factories, the Act was not intended to include sailors. But the House of Lords had held in *Raine v. Johnson*, (49 W. R. 705; 1901, A. C. 404) that a workman employed in a ship lying in dock was employed in a factory, and had taken away the foundation of the idea that sailors are excluded from the Act. In his opinion a sailor clearing out a hold in a ship in dock was in the same position to claim compensation from his employer as he would be if instead of being a sailor, he had been a coalheaver in a coal bunker, and his master had been a coal merchant instead of being the owner of the ship.

MATHEW, L.J., said it was not disputed that if the accident had occurred while the ship was at sea the widow could not have maintained her right to compensation. He was unable to discover either in the Factory Act, 1901, or in the decision of the House of Lords, any indication of an intention to extend the Workmen's Compensation Act to a class which had not been previously included in that statute. Full effect might be given to the Factory Act and the decision if both were treated as applicable to the class of workmen with which the Workmen's Compensation Act was clearly intended to deal—viz., workmen as distinguished from seamen.

COZENS-HARDY, L.J., said it was clear from *Raine v. Johnson* and *Bartell v. Gray & Co.* (50 W. R. 310; 1902, 1 K. B. 225), that a ship occupying a berth in a dock occupied part of a factory. It followed that the vessel in question was within the operation of the Act, and the shipowners were undertakers within the Act. Therefore, unless there were some words in the Act expressly excluding seamen as such, he thought the appeal must succeed. He found nothing in the Act to put seamen in a worse position than would be any carpenter, painter, or other mechanic on board a ship while in dock.—COUNSEL, *Robson, K.C.*, and *G. A. Scott; Carver, K.C.*, and *Dawson Miller*. SOLICITORS, *Burn & Berridge; William A. Crump & Son*.

[Reported by F. G. RUCKER, Esq., Barrister-at-Law.]

HARSE v. PEARL LIFE ASSURANCE CO. No. 1. 19th Feb.

CONTRACT—ILLGALITY—WAGERING POLICY—INSURABLE INTEREST—ACTION TO RECOVER PREMIUMS PAID—LIFE ASSURANCE ACT, 1774 (14 Geo. 3, c. 48), s. 2.

This was an appeal by the defendants from the judgment of the

Divisional Court (Lord Alverstone, C.J., and Wills and Channell, J.J.) (1903, 2 K. B. 92), reversing the judgment of the deputy judge of the Oxford County Court. The action was brought to recover two sums of £30 12s. and £12 16s., being the respective amounts paid by the plaintiff to the defendants as premiums on two policies of insurance. In April, 1889, a suggestion was made to the plaintiff by an agent of the defendants that he should effect an insurance with the defendants upon the life of his mother, and he in consequence signed a proposal for such an insurance. In the proposal form the pecuniary interest in the life insured was stated to be "Son, for funeral expenses." The plaintiff's mother was residing with him as his housekeeper; his father was alive, but he was paralyzed and unable to earn any money, and would not be in a position, in the event of his wife predeceasing him, to pay for her funeral expenses. On the 29th of April, 1889, the defendants issued to the plaintiff a policy on the life of his mother for £10 4s., at a premium of sixpence per week. Subsequently the plaintiff was induced by the defendants' agent to effect a second policy with the defendants upon his mother's life, and on the 18th of May, 1891, the defendants issued the second policy for £18 12s., at a premium of 1s. per week. The proposal form for this policy was said to be signed by the mother herself, but the policy was effected for the benefit of the plaintiff, and the premiums were paid by him. The plaintiff was induced to take out both policies on the direct assurance of the defendants' agent that the policies would be valid. In 1902 the plaintiff, being informed that the policies were void for want of insurable interest, brought an action in the county court to recover the premiums paid by him under the two policies during the preceding twelve years, amounting to £43 8s. The following were the questions put to the jury and the answers given by them: (1) Had the person for whose benefit the assurance was really made a real pecuniary interest under either policy?—Yes. (2) Did the agent in either case make a statement which was false in fact? (If so, what was it?)—No. (3) Did the agent in either case know that what he was saying was untrue?—No. (4) Was either policy, or were both, taken out in consequence of what the agent had said?—Yes. (5) Did the agent in either case represent that the policy had been a good one?—Yes. (6) Were the agents in what they did, or was either of them, guilty of any fraud, and, if so, in what respect?—No. Judgment was given for the defendants, on the ground that the first policy was not void, as the plaintiff had an insurable interest in reference to his mother's funeral expenses, which would practically fall on the plaintiff, as her husband would not be in a position to pay them, and with regard to both policies that, even if they were void for want of insurable interest, the premiums could not be recovered back; the representation of the agent as to the validity of the policies being a representation as to a matter of law, and having been innocently made. On appeal by the plaintiff, the Divisional Court held, as to the first policy, that the mere prospective moral duty upon the plaintiff of paying for his mother's funeral expenses did not constitute an insurable interest; that the two policies were on the same footing, both having been taken out by the plaintiff; and that, as the policies were effected and the premiums paid in reliance upon a statement by the defendants' agent, the plaintiff was entitled to assume that the latter would have a knowledge of insurance law, and that, therefore, the parties were not in *pari delicto*, and the premiums could consequently be recovered back. From this decision the defendants now appealed. The following cases were cited: *Howard v. Refuge Friendly Society* (54 L. T. 644), *British Workmen's and General Assurance Co. v. Cunliffe* (18 Times L. R. 425, 502), *Barnes v. London Edinburgh and Glasgow Life Insurance Co.* (8 Times L. R. 143), and *Smith v. Cuff* (6 M. & S. 160).

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.J.J.) allowed the appeal.

COLLINS, M.R., in giving judgment, said that it was clear law on the authority of *Howard v. Refuge Friendly Society* that, where one of the two parties to an illegal contract paid money to the other in pursuance of the contract, he could not recover it back. The plaintiff was therefore *primæ facie* debarred from recovering in this case, but it was contended on his behalf that he was relieved from that rule by the representation made to him by the defendants' agent. The representation, however, was a mere statement of opinion as to law, and the jury found that it was made innocently. Unless there was fraud, or duress, or oppression, or some fiduciary relationship between the parties, a party to an illegal contract who had sustained a loss in consequence of a mistake in law had no legal remedy.

ROMER and MATHEW, L.J.J., delivered judgment to the same effect.—COUNSEL, *M. Shearman, K.C.*, and *Cecil Walsh*; *Sir E. Clarke, K.C.*, *S. T. Evans, K.C.*, and *J. J. Parfitt*. SOLICITORS, *Essex & Mallam*, for *G. Mallam & Sons*, Oxford; *Storer*, for *Hatt*, Oxford.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

In the Matter of EDWARD CHAPMAN (DECEASED). PERKINS v. CHAPMAN AND OTHERS. No. 2. 19th Feb.

WILL—CONSTRUCTION—FORTHWITH CLAUSE—MARRIAGES IN TESTATOR'S LIFETIME—PROHIBITION OF MARRIAGE WITHIN CERTAIN DEGREES—DOMESTIC RELATIONS—APPLICATION OF CLAUSE AFTER DEATH OF TESTATOR.

This was an appeal from a decision of Kekewich, J. The facts were as follow: The plaintiff was one of the daughters of Edward Chapman, the testator, and she claimed to be one of the residuary legatees under his will. The question at issue was whether—according to the true construction of the will of Edward Chapman, dated the 24th of March, 1881, and in particular of the declaration therein contained in the words following: "And I declare that if any son or daughter of mine . . . shall contract any marriage

forbidden by me as hereinafter expressed, then and in any such case his or her share, right, title, and interest of, in, and to my said trust estate and the income therefrom shall thenceforth cease and determine, and my said trust estate shall thenceforth go and be held in such manner as the same would have been held if he or she had died before me without leaving any child or children living at my death. And I declare that the marriages forbidden by me are in the case of a son or daughter marriage with a person of any degree of kindred unless more remote than third cousin, and also in the case of a daughter marriage contracted without the previous written consent of the trustee or trustees for the time being of this my will, or if more than two of a majority of them"—the plaintiff, who had married her first cousin, Charles Steele Perkins, in the lifetime of her father, the testator, on the 9th of November, 1886, and with the sanction or subsequent approval of the testator, had forfeited her share, right, title, and interest to the testator's trust estate and the income thereof. The testator further, by his will, after bequeathing certain pecuniary legacies, and the share in his business, devised and bequeathed all his real and personal estate unto trustees (one being his wife, who was also one of the defendants) upon trust for sale and conversion, and out of the income, to pay to his wife for life or widowhood £250 per annum, and until his youngest son should attain twenty-five, if his wife should then be living or his widow, appropriate to each of his sons or their issue £125 per annum, and to each daughter (except his daughter Alice) and their issue £100 per annum, and he directed that at the date of distribution the trust investments should be divided into as many parts as the number of his sons and daughters (except his daughter Alice), present and future, who should die before the date of distribution leaving issue who should be living at the date of distribution, such issue to take their parent's share under certain conditions. Then there was a provision in case of bankruptcy of a son or daughter contained in the material clause in question. Shortly before the date of the testator's will, his daughter Alice married her cousin, a brother of the plaintiff's husband, and the testator thereupon made his will, expressly excluding her, as stated above. Subsequently the plaintiff in 1886, on her marriage, became estranged from her father; however, later the testator became reconciled to both of his daughters, but made no alteration in his will. The testator died on the 23rd of December, 1902, and probate was granted to his widow on the 14th of January, 1903. The testator was possessed of very considerable property. The defendants were the present trustees of the will substituted in lieu of the original trustees nominated by the testator in conjunction with his widow. The plaintiff took out an originating summons to have it determined, amongst other matters, whether, according to the construction of the said will, and in particular of the said declaration prohibiting certain marriages, the plaintiff had by her marriage forfeited her share in the said trust estate, and whether she was entitled to have paid to her the yearly sum of £100 until the date of distribution mentioned in the will. Kekewich, J., held, on the matter coming before him, that the plaintiff having married within the prohibited degrees, forfeited her interest and that of her children. From this decision the plaintiff appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.J.J.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—The question to be decided here is really from what date the forfeiture clause speaks. It was decided in the case of *Bullock v. Bennett* (3 W. R. 291, 7 D. G. M. & G. 283), that section 24 of the Wills Act 1837 (1 Vict. c. 26), has no application except as to property comprised in the will. Everyone, therefore, will agree, that no argument can be founded on that section. Now we are left in a position before the Wills Act, and I will go a step further than *Bullock v. Bennett*. We have to look at this will, and see from what date it speaks. If you have the date of a will, either on the will or to be ascertained from evidence. When the testator uses words of futurity, I should say it speaks from the date of the will, and not from the date of the death; there is a strong presumption about that, but I do not think it matters. We must look at the will itself, and there is ample evidence to show that the testator intended that these acts of forfeiture should occur after his death. I need not go through the cases again, but speaking shortly, the two instances of using words which struck me most were "... then and in every such case ..." shall thenceforth cease and determine ..." and other words relating to the consent of trustees—[His lordship read the clause and conditions prohibiting marriage]—I think the testator meant that these acts of forfeiture should take place after his death. His lordship referred to *Metcalf v. Metcalf* (35 SOLICITORS' JOURNAL, 528; 1891, 3 Ch. 1) and *Trappes v. Meredith* (20 W. R. 130, 7 App. Cas. 248). I think this appeal should be allowed.

STIRLING, L.J.—I am of the same opinion, but I must confess I have had very great difficulty in arriving at this conclusion. The acts which occasion forfeiture are of two classes. If there was no authority bearing on the question, I should have said that the language of the gift over would be strong enough to show that the testator was referring to the occurrence of such an event after his death, but in *Metcalf v. Metcalf* the Court of Appeal took the view that the forfeiture applied to acts done in the lifetime of the testator. [His lordship referred to *Trappes v. Meredith*.] It is said we ought to follow decisions with respect to the bankruptcy cases. It seems to me that these forfeitures apply after the testator's death.

COZENS-HARDY, L.J., delivered judgment substantially to the same effect.—COUNSEL, *Upjohn, K.C.*, and *E. Clayton*; *Levett, K.C.*, and *J. P. Iselin*; *W. A. Russell*. SOLICITORS, *John F. Child*; *Wood, Perks, & McKay*.

[Reported by A. R. TAYLOR, Esq., Barrister-at-Law.]

High Court—Chancery Division.

PLEWS v. SAMUEL. Kekewich, J. 17th Feb.

VENDOR AND PURCHASER—TRUSTEESHIP OF VENDOR—CONFLICT OF DUTY AND INTEREST—ALLOCATION OF RENTS RECEIVED BY VENDOR IN POSSESSION TO RENTS IN ARREAR PRIOR TO CONTRACT.

This was a vendor's action for specific performance of a contract dated the 24th of February, 1902, for the sale to the defendant of three leasehold houses in Cardiff, two of which were then let at weekly rents of £1 2s. 6d. and £1 7s. 6d. respectively, the landlord paying all outgoings. The contract fixed as the day for completion the 18th of March, 1902, and it was thereby agreed that if the purchaser (in effect) failed to complete on that day he should pay interest at 6 per cent. per annum on the unpaid purchase-money from that day until the actual payment, or the vendors might at their option take the rents and profits of the property for the same period. Owing to a dispute as to what was really included in the contract, the vendor took out a summons, on the hearing of which his contention was upheld, and in consequence the matter was delayed and the purchase was not completed on the day fixed, and the vendor remained in possession of the premises. At the date of the contract the tenants owed £31 1s. for back rent, which sum was increased to £34 before the day fixed for completion. The purchaser had no knowledge and made no inquiries as to this. Subsequently to the day fixed for completion the vendor received the rents from the tenants, and on the 9th of March, 1903, when completion was about to take place, rendered to the purchaser an apportionment account drawn on the footing that the vendor was entitled, as against the purchaser, to apply out of the rents so received the sum of £34 in payment of the arrears. The vendor had elected to take interest under the contract in lieu of rents, and the purchaser accordingly refused to accept the account as drawn. The case now came on upon an agreed statement of facts to the general effect aforesaid. It was argued for the vendor that he was entitled to allocate his receipts first to the arrears of rent, so as to put them in his own pocket; that there was no breach of duty by the vendor unless wilful default could be proved, that he was only a trustee in a modified sense, and had taken proper care of the property, and by not distraining on the tenants for current rent had saved the purchaser from entering on a vacant property. The following cases were cited: *Lynght v. Edwards* (2 Ch. D. 499), *Foster v. Deacon* (3 Madd. 394), *Sherwin v. Shakespear* (5 De G. M. & G. 517), *Phillips v. Silvester* (8 Ch. 173).

KEKEWICH, J., in giving judgment, observed that the point was a novel one. His lordship dealt with the cases of *Lynght v. Edwards* (*ubi supra*) and *Phillips v. Silvester* (*ubi supra*), as illustrating the peculiar position subsisting between vendors and purchasers after the contract for sale; it was trusteeship, though only in a modified sense, for the vendor still had a beneficial interest in the property himself not only for the purchase-money, but also in the event of the purchaser failing to complete. But all the cases dealt with the relationship between contract and the day fixed for completion; here the question was as to the period subsequent to the day fixed for completion; completion not having taken place, the vendor remained in possession. No doubt as against the tenants the vendor might properly allocate the rents received to any arrears of rent owing to him, but as against the purchaser different considerations arose; he still owed the purchaser a duty—the duty of doing the best he could for him; if so, his duty lay one way and his interest another; if, as was the fact, he was in a sense a trustee for the purchaser, how could he set up his interest as against his duty? The law said where there was a conflict in such a case between duty and interest, duty must prevail; if it had not in fact done so, the court must order that duty should prevail; it followed therefore, that the vendor must account for the £34 to the purchaser and could not allocate the sum to his own debt. Declaration accordingly.—COUNSEL, *MacSwiney*; *P. O. Lawrence K.C.*, and *Arthur Cross*. SOLICITORS, *Bower, Cotton, & Bower*, for *Stephens, David, & Co.*, Cardiff; *Windybank, Samuel, & Lawrence*, for *Lewis Morgan & Bos*, Cardiff.

[Reported by ALAN C. NESBITT, Esq., Barrister-at-Law.]

Re ALLEN AND DRISCOLL'S CONTRACT. Byrne, J. 12th Feb.

LOCAL GOVERNMENT—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 150, 257—EXPENSE OF PAVING—DATE OF CHARGE ARISING—VENDOR AND PURCHASER.

This was a vendor and purchaser summons for the purpose of determining whether the expenses of the Urban District Council of Acton incurred in paving a street should be borne by the vendors or the purchasers. The houses in respect of which these expenses arose were situated in Rusthall-avenue, Acton. In February, 1903, the Urban District Council gave notice to the owners and occupiers of these houses, who were the vendors, to sewer, level, and pave the street adjoining these houses within five weeks. This notice was not complied with, and consequently, on the 13th of July, 1903, the council employed a contractor to do the paving of the street. On the 22nd of July, 1903, an order in an action of *Allen v. Driscoll* was made that "the defendants, T. Driscoll and Emma his wife (the purchasers of the summons), do pay to the plaintiffs (the vendors) on or before the 29th of September next the sum of £4,440 in settlement of the purchase-money and interest due in respect of" the above-mentioned leasehold houses, the plaintiffs by their counsel undertaking to make a good title to the houses, "and the defendants are to receive the rents and pay the outgoings in respect thereof up to the said 29th of September next." The works were not, however, completed till subsequently to the 29th of September, 1903, and the question arose between the vendors and the purchasers whether under the 257th section of the Public Health Act, 1875, the expenses incurred by the public authority in executing these works became a charge upon the property at

time the when the authority became liable to pay for them, in which case they would have to be borne by the vendors, or whether the charge only took effect upon the completion of the works, in which case these expenses would have to be borne by the purchasers.

BRENE, J.—In the case of *Stock v. Meakin* (48 W. R. 420; 1900, 1 Ch. 683), a case between vendor and purchaser, it was held that the apportioned expenses of private street works become, under the Private Street Works Act, 1892, a charge on the premises in respect of which they are apportioned as from the date of completion of the works and not merely as from the date of final apportionment. It is true that it was not necessary to decide that the charge did not take effect at an earlier date than that of completion. But I do not doubt that the court did determine that the time of completion was the date of the charge taking effect, and I do not see why I should put another interpretation on the words of the Act. And in *Surtees v. Woodhouse* (47 SOLICITORS' JOURNAL, 276, 41 W. R. 275; 1903, 1 K. B. 396), Stirling, L.J., says that in *Stock v. Meakin* it was held that the expenses became a charge on the premises on which they were apportioned as from the date of the completion of the work, and not from the date of the final apportionment. I hold that upon the authorities these expenses did not become a charge upon the premises until the date of completion of the works, and that therefore they must be borne by the purchasers.—COUNSEL, *Cocens-Hardy; Norton, K.C., and Ashton Cross*. SOLICITORS, *T. Blanco White; Taylor, Wilcocks, & Lemon*.

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

PARKER v. LONDON COUNTY COUNCIL. Channell, J. 22nd Feb.

RIGHT OF ACTION AGAINST PUBLIC AUTHORITIES—TRAMWAY SYSTEM ACQUIRED BY COUNTY COUNCIL—PUBLIC UNDERTAKING OR COMMERCIAL ENTERPRISE—ACQUIRED AND CARRIED ON WITH FUNDS PROVIDED BY THE RATES—ACTION FOR PERSONAL INJURIES BY PASSENGER—TIME WITHIN SUCH ACTION MUST BE BROUGHT—PUBLIC AUTHORITIES PROTECTION ACT, 1893, s. 1 (A).

Case stated by an order of a Master in Chambers for the determination of a point of law raised by the defendants. The plaintiff brought this action against the defendant county council to recover damages for personal injuries received on the 16th of June, 1902, in a collision between two tramcars belonging to the defendants. The accident took place in the course of the electrification of the line, when two lines were put so close together that the accident happened. It was admitted that for the purposes of the argument it should be taken as proved that the collision was caused by the negligence of the drivers of the cars or one of them in getting the cars into position in which they came. The defendant council by virtue of certain private and local Acts of Parliament had acquired the tramway of, among other companies, the London Tramways Co., and at the time of the accident were carrying on the enterprise in relation to the tramways with funds provided out of the rates. The defendants contended that they were exonerated from liability here, because in carrying on the workings of the tramways the provisions of the Public Authorities Protection Act, 1893, applied in their favour, and that inasmuch as the plaintiff had not commenced proceedings within six months after the negligent act complained of, the action was barred by the limitation imposed by section 1 (a) of that statute. This was the question of law that was now argued. The plaintiff submitted that the defendants *quid* carriers of passengers were engaged in a commercial enterprise, and were not within the provisions of the Act of 1893, and *Carfus v. London and Brighton Railway Co.* (5 A. & E. 547) and *Palmer v. Grand Junction Co.* (4 M. & W. 749) were relied on. For the defendant council it was contended that they were entitled to the protection of the statute, as the accident happened while carrying out a statutory duty, and they had, by the negligence of their driver, been guilty of a "neglect or default" in carrying out that duty, for which, if held liable in damages, the rates would suffer.

CHANNELL, J., said that during a considerable portion of the argument he was inclined to think that there were grounds upon which he could decide in favour of the plaintiff, but he had come to the conclusion that the matter was concluded by authority, and that whatever his personal opinion might be he was bound to give judgment for the defendants. The facts were that the London County Council, under the combined operation of several Acts of Parliament, obtained the power to acquire, and when acquired, to work certain tramways and in particular the tramway at Tooting, on which this accident arose, which was alleged to be due to the negligence of one or other of the tramcar drivers. The question was whether this was an action to which the Public Authorities' Protection Act applied. The case of the *Attorney-General v. Margate Pier Co.* (1900, 1 Ch. 749) shewed that the tramway company from whom the defendants purchased the undertaking would not have been protected by the statute under similar circumstances, for they were a commercial company, though acting under statutory powers. No doubt, when the Act was passed the Legislature did not contemplate the case of municipal bodies carrying on commercial enterprises of this kind; but he had to deal with the words they used as interpreted by a previous decision. He himself should have thought that Parliament contemplated that a municipal body should have the protection of the Act in constructing tramways, &c., but that they should not have the protection of the Act merely in carrying on the working, but he was unable to distinguish this case from the case of *The Eden* (1899, P. 236) and other authorities cited by the defendants, and, therefore, he must hold that the defendants were entitled to the protection of the Act. Judgment, therefore, must be for the defendants on the point of law, with the costs of the argument.—COUNSEL, *Moyse; Doherty*. SOLICITORS, *H. J. Sydney; W. A. Blackland*.

[Reported by EBBKINE REID, Esq., Barrister-at-Law.]

WALKERS, WINSER, & HANSON v. SHAW & CO. Channell, J. 22nd and 23rd Feb.

SALE OF GOODS—QUALITY NOT IN ACCORDANCE WITH SAMPLE—RIGHT OF BUYER TO REJECT—CUSTOM LIMITING RIGHT—VALIDITY OF CUSTOM—SALE OF GOODS ACT, 1893 (56 & 57 VICT. c. 76), s. 15 AND 35.

This was a special case stated for the opinion of the court by an arbitrator on a point of law. The following are the facts of the case: Messrs. Walker, Winsor, & Hanson, who carry on business as grain merchants in London, sold to Messrs. Shaw & Sons 500 tons of St. Malo barley at time of shipment, to be as per sample. It was agreed (*inter alia*) that any dispute arising out of the contract should be settled by arbitration. In pursuance of the contract Messrs. Walker shipped some 414 tons to Hull, but Messrs. Shaw refused to accept delivery on the ground that the bulk was not in accordance with the sample. The president of the London Corn Trade Association, to whom the dispute was referred, found that there was a custom by which the buyer was not entitled to reject for difference or variation in quality unless the sum is excessive or unreasonable, and has been so found by arbitration under the contract. A condition to this effect has been placed in the forms adopted by the London Corn Trade Association. The barley shipped under the contract although somewhat inferior to the sale sample in quality, and in this respect not "about as per sample" so as to entitle the sellers to insist on payment of the full contract price without any allowance, was commercially within the contract, yet the difference was not excessive or unreasonable nor was it so great as to amount to a difference of description. The questions for the opinion of the court were: Whether there was any evidence on which the arbitrator could find the existence of the alleged custom? and Whether or not that custom was good in law? On behalf of the buyers it was contended that the custom was in express contradiction of the terms of the contract. No sufficient evidence had been given of the alleged custom and it was also bad in law for uncertainty. On behalf of the sellers it was contended that the arbitrator had found the existence of the custom as a fact after having heard the witnesses. But for the custom buyers would be at liberty to repudiate bargains because of a slight variation in quality if the price had in the meantime gone down.

CHANNELL, J., in giving judgment, dismissing the appeal, said that the points of difficulty which certainly arose in the case were due in some degree to one tribunal having to review the decision of the other not having the same jurisdiction. His jurisdiction was limited to points of law. He should have thought that the custom as stated by the arbitrator was bad for unreasonableness, had it not been for the qualifying words "unless the difference in quality is unreasonable, and so found by arbitration, under the contract." That meant that the buyers had not a right to reject the articles unless the difference was so great as to affect the purpose for which they were required. That was in accordance with the law as laid down in sections 15-35 of the Sale of Goods Act. It was urged that the difference would be judged according to the idiosyncrasies of arbitration. But the standard of reasonableness which was recognized by law was a matter solely for a jury to determine. As to the existence of the custom, he should not have himself come to the same conclusion as the arbitrator. But unless he could say there was no evidence he could not overrule the arbitrator's decision, who was besides a gentleman with a peculiar knowledge of the subject. In the face of that he would not say there was no evidence of the existence of the custom, and his decision must therefore be in favour of the vendors.—COUNSEL, *Servation, K.C., and Loehnis; Carver, K.C., and Taylor*. SOLICITORS, *Lawless & Co.; Pritchard & Sons*.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

LUDLOW v. PIKE. Channell, J. 23rd Feb.

LANDLORD AND TENANT—TITHE—ILLEGAL AGREEMENT—TITHE ACT, 1891 (54 & 55 VICT. c. 8), s. 1.

This case came before the court on the order of a master for the decision of the point of law raised upon the pleadings in the action. From the statement of counsel it appeared that the plaintiff let to the defendant a farm at a yearly rent of £255, and "also by way of further rent so much as the landlord shall pay for the tithe rent-charge on the said premises." The plaintiff brought an action to recover £127 10s., being six months' rent, and the plaintiff paid into court £117 10s. and pleaded that the balance, £10 11s. 9d., in respect of tithe rent-charge, could not be recovered by the landlord, as it was void under section 1 (1) of the Tithe Rent-charge Act, 1891. That section provides as follows: "Tithe rent-charge as defined by this Act, issuing out of any lands, shall be payable by the owner of the lands, notwithstanding any contract between him and the occupier of such lands, and any contract made between an occupier and owner of lands after the passing of this Act for the payment of the tithe rent-charge by the occupier shall be void." On behalf of the plaintiff it was contended the contract contained in the lease was a contract of indemnity, which was not forbidden by the Act. The Act was passed in order to avoid the friction owing to the tithe owner having to distrain on the occupier. If the lease had specified the total amount of rent the tenant was to pay it would have been clearly good. The case of property tax was quite distinct from tithe. Counsel cited *Davies v. Filton* (2 Dr. & W. 225). Counsel for the defendant was not called upon to argue.

CHANNELL, J., in dismissing the appeal, said a good deal of the argument had been directed as to the reasons of the Legislature for this enactment. It was quite plain to his mind that the words of this lease did the very thing that the Legislature had forbidden—they had placed the burden of the tithe on the tenant, giving him the advantage in the event of the value of corn going down and corresponding disadvantage in the event of its

going up. There was no particular reason why the Legislature had enacted that which it had. The main object would have been effected. But it was sometimes convenient to go further than was necessary in order to make certain of doing that which it was desired should be done. Here certain words had been used, and the present case came within those words. *Davies v. Fitton*, when examined, was an authority against the plaintiff. He decided the case on the ground that the case clearly came within the express words of the section.—COUNSEL, *Foots, K.C.*, and *Foa*; *Moyes*. SOLICITORS, *Rowcliffes, Rawle, & Co.*; *J. T. Rossiter*.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

STILES (Appellant) v. GALINSKI (Respondent). NOKES AND ANOTHER (Appellants) v. MAYOR, &c., OF ISLINGTON (Respondents). Div. Court. 3rd Feb.

LOCAL GOVERNMENT—METROPOLIS—BYE-LAW—LODGING-HOUSE—LIABILITY OF LANDLORD—NOTICE—PUBLIC HEALTH (LONDON) ACT, 1891 (54 & 55 VICT. c. 76), s. 94.

These two appeals, on cases stated, were heard together. The first case was stated by F. Mead, Esq., metropolitan police magistrate sitting at the Thames police-court, who on an information preferred by the appellant against the respondent for that the respondent, being the landlord of a lodging-house, 166, Stepney-green, did not, in the first week of the month of April last, cause every part of the premises to be cleaned, contrary to the bye-laws in such case made and provided, dismissed the summons. The appellant was a sanitary inspector and inspector of lodging-houses under the council of the Borough of Stepney. The respondent was the landlord of the house in question within the said borough and was registered under the bye-laws. On the 18th of March, 1903, the appellant visited the house and found the rooms and staircases dirty. He again visited the house on the 14th of April, and he found the same state of dirt. On the 11th of June, 1902, the council of the Borough of Stepney, under section 94 of the Public Health (London) Act, 1891, made bye-laws which were duly allowed by the Local Government Board with respect to houses let in lodgings. Section 94 of the Public Health (London) Act, 1891, provides that (1) every sanitary authority shall make and enforce such bye-laws as are requisite for the following matters (that is to say)—(a) For enforcing drainage for such houses and for promoting cleanliness and ventilation in such houses; (e) for the cleansing and lime-washing at stated times of the premises. Section 114 provides that all bye-laws made by any sanitary authority under this Act shall be made subject and according to the provisions with respect to bye-laws contained in sections 182 to 186 of the Public Health Act, 1875 (38 & 39 VICT. c. 55), and set forth in the first schedule to the London Act. Section 182 above referred to provides that no bye-law made under this Act by a local authority shall be of any effect if repugnant to the laws of England or to the provisions of this Act. Bye-law 1 provides that "landlord" in relation to a lodging-house means the person (whatever may be the nature or extent of his interest in the premises and whether he resides on the premises or not) who receives or is entitled to receive the rack-rent of a lodging-house. Bye-law 14 provides that the landlord shall in the first week of the month of April in every year, and at such other times as the condition thereof may render it necessary, cause every part of the premises to be cleaned. He shall at the same time, subject to the proviso of the bye-law, cause every area, the interior surface of every ceiling and wall of every water-closet and the interior surface of every ceiling and wall of every room, staircase, and passage in the house, to be thoroughly lime-washed. The magistrate was of opinion that so much of the first clause of bye-law 14 as requires the annual cleansing by the landlord was invalid on the following grounds: (a) Being *ultra vires*; (b) being repugnant to the laws of England; (c) being repugnant to the provisions of the Public Health (London) Act, 1891; (d) being unreasonable. He therefore dismissed the summons. He considered (a) That section 94 (d) and (e) of the Public Health (London) Act, 1891, did not empower the borough council to cast an obligation upon a "landlord" which did not already exist at common law or by statute, but merely entitled them to regulate the duties of persons already responsible by requiring—e.g., periodical performances; (b) that the bye-law was repugnant to the laws of England, because in the absence of express covenants there is no obligation upon a reversioner even to repair, much less to cleanse, any premises which have been let to a tenant for any term at any rate unless the state of the premises in consequence of dirt or non-repair is a nuisance of which he has notice and it was in his power to abate the nuisance by putting an end to the tenancy. None of these conditions were appended to the bye-law; (c) that under the Public Health (London) Act, 1891, and the Public Health Act, 1875, the following state of things must exist before any obligation additional to the common law can be cast upon the owner (the equivalent to the "landlord" under the bye-laws)—(1) A nuisance injurious to health, and (2) inability to find the person by whose act, default, or sufferance the nuisance exists, or structural defect the cause of the nuisance; (d) that even if the bye-law would be otherwise good in making the landlord responsible, it was unreasonable because it did not cast a primary, or at least a concurrent, liability upon the lodger to cleanse his rooms, and also relieved the keeper, who has more immediate control of the premises than the landlord, from all liability in the matter either concurrent or prior so far as the rooms and exclusive staircases, &c., were concerned.

The second case was stated by T. D'Eyncourt, Esq., metropolitan police magistrate sitting at the Clerkenwell police-court, who convicted the appellants on a complaint presented by a sanitary inspector on behalf of the respondents against the appellants, for that they being the landlords as defined by the bye-laws of the borough made under the Public Health (London) Act, 1891, with respect to houses let in lodgings or occupied by members of more than one family of a lodging-house within the borough,

did not in the first week of the month of April of the present year cause every part of the premises to be cleaned contrary to the said bye-laws. Evidence was given that the appellants were auctioneers and house agents, and were the landlords within the meaning of the bye-laws of the premises referred to in the complaint, and did not in the first week of the month of April of the present year cause every part of the premises to be cleaned as required by the bye-laws; the house contained ten rooms, and was not cleaned in the first week of April according to the bye-law. Some of the rooms were whitewashed and papered in December, 1902, and the rest of the cleansing was not carried out till May, 1903. It would take two men from a week to a fortnight to cleanse such a house in accordance with the bye-law. The builder who was employed by the appellants had orders to cleanse 15 other registered lodging-houses at the same time as these premises, and five other houses belonging to the appellants, and stated that he was of opinion that he could not have carried out the cleansing of all these houses during the first week of April. He did not, however, receive his orders to cleanse these premises until some time in April, and did not commence until the beginning of May. Other evidence was given to the effect that, with one or two weeks' notice, an almost unlimited supply of such labour as was necessary for complying with the bye-law could be obtained during the first week of April. Upon the evidence the magistrate came to the conclusion that, if it was necessary that the cleansing should be carried out in any one week, the first week in April was the most suitable, having regard to the condition of the labour market and all other matters. There were about 530 registered houses let in lodgings in the said borough and coming under this bye-law. There were in the whole of London 16,000 such houses. There were 11,446 men in the borough of Islington engaged in the house-building trade, of whom 3,936 were painters, and 3,452 labourers. The cleansing required by the bye-law could to a very large extent be carried out by unskilled labour. Bye-law 1 provides that "landlord" in relation to a house or part of a house which is let in lodgings or occupied by members of more than one family means the person (whatever may be the nature or extent of his interest in the premises) by whom or on whose behalf such house or part of a house is let in lodgings, or for occupation by members of more than one family, or who for the time being receives or is entitled to receive the profits arising from such letting, whether on his own account, or as agent or trustee for any other person, or who would so receive the same if such house or part of a house were let at a rent. Bye-law 17 provides that the landlord of a lodging-house shall, in the first week of the month of April in every year, cause every part of the premises to be cleaned. The bye-law makes further provision for lime washing the ceilings and walls of the premises. It was contended on behalf of the appellants that the bye-law was unreasonable and *ultra vires*, and, therefore, invalid in that it was practically impossible that all such houses could be cleaned in the space of one week. The magistrate was of opinion that, although there might be some difficulty in complying with the bye-law, yet as there was no impossibility in so doing, the bye-law was not so unreasonable as to be invalid.

THE COURT (LORD ALVERSTONE, C.J., and WILLS and KENNEDY, JJ.) dismissed the appeal in the first case, and allowed the appeal in the second case.

LORD ALVERSTONE, C.J., in delivering judgment in both cases, said that they were both of extreme importance. He agreed that, as was pointed out by Lord Russell, C.J., in *Kruse v. Johnson* (46 W. R. 630; 1898, 2 Q. B. 21), bye-laws which had been framed by public authorities ought not to be lightly set aside; but these bye-laws, as framed, could not be supported. With regard to the first case, they could not be supported for the reason that they had been framed in such a way as to make persons, not morally responsible, liable to penalties without notice of the breach of the bye-laws. The word "cause" in bye-law 14 was the word which gave rise to the difficulty. "Cause" did not merely mean take steps, but to see that the thing was done. The landlord, who was the person who was to see that the thing was done, was defined in the bye-laws. The objection to the bye-law was that a person who under certain circumstances was merely entitled to the rack-rent of the premises might become liable to penalties under the bye-laws. He saw no objection in a bye-law which under certain circumstances placed responsibility on the landlord, but the objection to this bye-law was that a landlord, who might be quite unaware that the requirements of the bye-laws had not been complied with, would be subjected to penalties without any notice having been served on him. The bye-laws were bad, because they did not provide that the persons who were made responsible for seeing that the things were done should receive the necessary notice. He thought that on the construction of the bye-laws landlord might include any ordinary landlord. In his opinion, the bye-laws in both cases required remodelling with the point of view, not of removing the liability of the landlord, but of giving him notice before subjecting him to penalties. For these reasons the appeal in the *Stepney* case must be dismissed, while the appeal in the *Islington* case must be allowed.

WILLS and KENNEDY, JJ., delivered judgments to the same effect. Appeal in first case dismissed. Appeal in second case allowed.—COUNSEL, in first case *G. Elliott*; *R. C. Glen, Clavel Saiter*, and *R. Goddard*; in second case, *Clarke Williams*; *Cowthorpe-Munroe*. SOLICITORS, in first case, *C. F. Young & Son*; *George Vandamm & Co.*; in second case, *C. F. Young & Cooper*; *A. M. Bramall*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

We are requested to state that Mr. F. W. Field, who had been in practice as a solicitor for about ten years, recently retired from the profession, and is now a partner in Messrs. Field and Sons, auctioneers, of 54, Borough High-street, S.E.

Law Societies.

The Birmingham Law Society.

The following are extracts from the report of the committee :

Members.—The number of members as compared with last year shows an increase of fourteen. Twenty-six new members have been elected, three have resigned, four have ceased to be members by reason of non-payment of subscriptions, and seven have died; the number now on the register is 358; twenty-two barristers have during the year subscribed for the privilege of using the library.

A Veteran Solicitor.—In March last your committee passed a resolution of congratulation to Mr. A. S. Field, of Leamington, on the attainment of his ninetieth birthday. Mr. Field (who was admitted a solicitor as far back as 1834) has held for many years several public appointments in the County of Warwick, and this consideration prompted your committee to offer him, as a local professional man, their felicitations on reaching so exceptional an age. A copy of the resolution suitably prepared was forwarded to Mr. Field, who replied by a letter from which the following extract is taken: "It is a great age. I find, however, the gift of prolonged life is attended with many drawbacks. But I have also many blessings—among the first of which I reckon the kindness of friends and the hope that in the business of my life I have been thought to have acted throughout fairly and honourably, which the kind congratulations of your committee encourage me to believe."

Law Classes.—The numbers attending these classes show a decrease as compared with last year, forty-nine students having joined the classes in the course of the year as compared with fifty-eight last year. Your committee have re-appointed Mr. Pearson as reader for the ensuing session, and they have also received an intimation from the Council of the Law Society that the annual grant of £100 hitherto made to the Law Lecture Fund by the Council will be continued for 1904. The following table shows the number of students who joined during the past year, and their average attendance:—

		No. of Students.	Average Attendance.
SENIOR.—1st Term	...	24	14.4
	2nd "	19	14.2
	3rd "	24	16.5
JUNIOR.—1st "	...	19	13.0
	2nd "	11	8.4
	3rd "	15	12.4

Audit of Trustees' Accounts.—The circular sent out by your committee in June last with a copy of the clause settled by them for insertion in wills and settlements empowering and in certain events directing trustees to take the necessary steps for the audit of trust accounts will be within the recollection of the members. For the convenience of members the clause is reprinted here: "I empower my trustees or trustee, and on the request in writing of any beneficiary, I direct my trustees or trustee to employ a chartered accountant, who shall audit the accounts of my trust estate and examine the securities belonging thereto at the end of every year at least and report thereon to the trustees and the beneficiaries. And I also empower my trustees or trustee to employ such an accountant to keep such accounts and to engage and employ in the management of my trust estate, and the execution and exercise of the trusts and powers contained in this my will or any codicil hereto or by law conferred upon my executors and trustees, such solicitor, estate or house agent, accountant and others as my trustees or trustee may think necessary, and may make such reasonable payments to any persons so employed by them either by way of commission or usual professional charges or a fixed payment or otherwise as my trustees or trustee may think fit." Soon after the issue of that circular several communications were received by your president and honorary secretary from and on behalf of the Society of Incorporated Accountants taking exception to the use of the words "chartered accountant," which would have the effect of excluding members of the Society of Incorporated Accountants. Your committee issued a further circular to the members containing an extract from a letter from the solicitor to the Society of Incorporated Accountants in which he suggested that the words "professional accountants" should be substituted in the clause for that of "chartered accountants."

Service of Summonses, &c., by Post.—Some months ago the associated provincial law societies on the initiative of the Incorporated Law Society of Liverpool took steps to obtain an amendment of ord. 67, r. 2, enabling summonses to be sent by registered post where the address for service of either party is situate more than three miles from the office of the registrar of the district registry in which the matter is proceeding. There was also an alternative suggestion that it should be compulsory on the parties to give an address for personal service within three miles of the office of the registrar. The Associated Provincial Law Societies explained that the former proposal met with the approval of Mr. Justice Kekewich (a member of the Rule Committee), but that the latter did not. Your committee supported the first named suggestion, and were represented at a meeting of the Associated Provincial Law Societies held on the 20th of February last, at which the following resolution was passed: "That this meeting of the Associated Provincial Law Societies supports the proposal of the Incorporated Law Society of Liverpool to make provision for services of summonses and notices in district registry actions, by adding to ord. 67, r. 2, the following words: 'or in cases or matters proceeding in a district registry by being sent by prepaid registered post to such address for service, and the day following the posting of such documents shall be considered as the time of service thereof, and the posting thereof shall be a sufficient service,' and by adding to ord. 54, r. 5, after the words 'evidence of service' the

following words, that is to say: '(or in cases where service has been effected by post under ord. 67, r. 2, such further or other service).'" A copy of the resolution was afterwards forwarded to Mr. Justice Kekewich, but up to the present time nothing further has been done to carry the reform into practical effect.

United Law Society.

Feb. 22.—Mr. J. F. W. Galbraith presided.—Mr. Neville Tebbutt moved "That this House is not in favour of the establishment of a School of Law." Mr. J. F. W. Galbraith opposed. The speakers were Messrs. W. E. Singleton, E. S. Cox-Sinclair, C. M. Knowles, F. H. M. Corbet, and F. O. Clutton. Mr. Tebbutt replied. The motion was lost by three votes to nine.

Law Students' Journal.

The Law Society.

HONOURS EXAMINATION.—JANUARY, 1904.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction:

FIRST CLASS.

[In order of Merit.]

SAMUEL MELVILLE THOMAS BURFITT, who served his clerkship with Mr. Louis H. Hornby, of the firm of Messrs. Hornby & Baker Jones, of Newport, Monmouth.

THOMAS SOMERVILLE, B.A., LL.B. (Camb.), who served his clerkship with Messrs. Challinors & Shaw, of Leek.

ARTHUR LIONEL JENKINS, B.A., LL.B. (Camb.), who served his clerkship with Mr. Edgar Robson Tanner, of the firm of Messrs. Tanner & Clarke, of Bristol.

ROBERT WILLIAM TAYLOR, who served his clerkship with Mr. Henry Lattey, of the firm of Messrs. Payne & Lattey, of London.

ARCHIBALD LESLIE BRYDEN, who served his clerkship with Mr. Abraham Brown, of Messrs. Taylor & Brown, of Buxton; and Messrs. Cree & Son, of London.

SECOND CLASS.

[In Alphabetical Order.]

Osborne Arthur Butcher, who served his clerkship with Mr. Wilson Stuckey, of the firm of Messrs. Stuckey, Son, & Pope, of Brighton; and Messrs. Nash, Field, & Co., of London.

William Henry Carpenter, B.A., LL.B. (Lond.), who served his clerkship with Mr. William Carpenter, of London.

Cecil Crust, who served his clerkship with Mr. Charles Deane Heaton, of Burslem.

William Winton Gibbs, B.A. (Oxon.), who served his clerkship with Mr. Henry Graeme Vassall, of the firm of Messrs. Osborne, Ward, Vassall, & Co., of Bristol.

Arthur Lionel Henderson, who served his clerkship with Mr. Harold Dingwall Bateson, of the firm of Messrs. Batesons, Warr, & Wimshurst, of Liverpool.

Reginald Jillings, who served his clerkship with Mr. Allan Field, of the firm of Messrs. Nash, Field, & Co., of London.

James Brook Lander, who served his clerkship with Mr. Alexander Edmund Payne, of the firm of Messrs. Payne, Shaw, Mackenzie, & Law.

Francis Windsor Parker Marriott, B.A., LL.B. (Camb.), who served his clerkship with Mr. Edwin Montagu Calvert, of the firm of Messrs. Fosters, Burroughes, & Calvert, of Norwich; and Messrs. Sharpe, Parker, Pritchards, Barham, & Lawford, of London.

Thomas Preece Prichard, who served his clerkship with Mr. Walter James Sloan, of the firm of Messrs. Burges & Sloan, of Bristol; and Messrs. Guscotte, Wadham, Bradbury, & Co., of London.

Arthur Owen Warren, who served his clerkship with Mr. Frank Faithfull, of the firm of Messrs. Faithfull & Davy, of Winchester; and Messrs. Church, Adams, & Prior, of London.

THIRD CLASS.

[In Alphabetical Order.]

Henry Gladstone Barclay, who served his clerkship with Mr. Joseph George Barclay, of Macclesfield.

Reginald Coupland Graves, who served his clerkship with Mr. Albert Bamford Pilling and Mr. Robert John Fittal, of Devonport; and Messrs. Cunliffe & Davenport, of London.

Clement Hughes, who served his clerkship with Mr. Francis Nunn, of the firm of Messrs. Nunn & Co., of Colwyn Bay; and Messrs. Benson & Llewellyn Davies, of London.

Samuel Clement Johnson, B.A. (Camb.), who served his clerkship with Mr. Graham Stokes, of the firm of Messrs. Stokes & Stokes, of London.

Cecil John Fairfax Kynaston, who served his clerkship with Mr. Reginald Carter, of the firm of Messrs. Sayle, Carter, & Co., of London.

Patrick James McKnight, who served his clerkship with Mr. Edwin Alfred Paine and Mr. Edward Sholto Challinor, both of Hanley.

James Wilson Mitchell, who served his clerkship with Frederic Edwin Forster, of the firm of Messrs. Keenlyside & Forster, of Newcastle-on-Tyne; and Messrs. King, Wigg, & Co., of London.

John Davidson Eaton Smith, who served his clerkship with Mr. William Wooding Nelson, of the firm of Messrs. Thurman & Co., of Alfreton; and Messrs. Lee, Ockerley, & Everington, of London.

Herbert George Spiller, who served his clerkship with Messrs. Broomhead & Kite, of Taunton; and Messrs. Sharpe, Parker, Pritchards, Barham, & Lawford, of London.

James Wyndham Tomson, who served his clerkship with Messrs. Goodrick, Clarke, & Smith, of Birmingham; and Messrs. Bird, Strode, & Bird, of London.

The Council of the Law Society have accordingly given class certificates and awarded the following prize of books:—

To Mr. Burpitt—The Clement's-inn—value about £10; and the Daniel Reardon Prize—value about twenty guineas.

To Mr. Somerville—The Clifford's-inn Prize—value five guineas; and The John Mackrell Prize—value about £12.

To Mr. Jenkins—The New-inn Prize—value five guineas.

To Messrs. Tabor and Bryden—The Law Society Prizes—value about guineas each.

The Council have given class certificates to the candidates in the Second and Third Classes.

Eighty-seven candidates gave notice for the examination.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 3rd and 4th of February, 1904:

Atkinson, John	Lister, Herbert Dixon
Banes, Arthur Edward	Lloyd, Victor
Bartelmch, Alfred Leonardt	Marchant, Ernest William
Bentley, Walter Basil	Margary, Aubyn Jack
Beyfus, Harry Max	Marsh, Robert Barkley
Bingham, Leonard	Mason, Ralph Lyall
Booth, Herbert	May, Clarence James
Bradley, Jesse	Meaby, Walter Charles
Brine, John Edmund	Millard, Wilfred John
Burne, Guy Edward Knightley	Millward, John Horatio
Burrows, Henry Charles Hiram	Morley, Jack Alfred
Buttaushaw, Mark Noble	Moun, Oscar Percy
Cave-Browne-Cave, Frank	Neville, George John Ernest
Chadwick, James Edward	Oliver, Charles Frederick
Conran, John Marcell	Peacock, Cecil William
Davies-Bunton, Archibald Edward	Roberts, Ernest Woolley
De Kenneth	Roberts, Percival
Dighton, Francis Lavicount	Robinson, Percy Ormonde
Dobson, Robert Francis	Roper, John
Eccleston, Albert George	Sankey, Geoffrey Barham
Emery, Thomas Smythe	Scotchard, Frederic
Fisher, Caryl Hilliard Field	Scott, George Henry
Flint, Henry	Scott, Robert Hamilton
Fuller, John Davenant	Selby, Malcolm Reginald
Gray, Harry Granville Gordon	Smith, Tarleton
Grimwade, Hugh Noel	Sowerby, James Herbert
Handon, John	Stock, George Henry
Harris, Cuthbert Penlington	Sugg, Hubert Henry Bell
Hartill, Walter	Todd, Robert Geoffrey
Hemming, Francis James	Vaughan, John Frederick
Hill, Charles Victor	Wallen, Leonard Arthur
Hindley, George Oscar	Walsley, John Henry
Hogg, John Stoker	Ward, Percy John
Jackman, James Alfred Bernard	Webb, Charles
Jenkins, Albert David	Westbrook, Joseph Randal
Jones, David Griffith	White, Montague Adelbert Frederick
Jones, Jacob	Hamilton
Jones, John Emrys	White, Thomas H.
Keene, Claude Hansard Reynolds	Wiltshire, Vere Peyton
Keeping, Harold Balfour	Wood, Ralph
Kemp, Edward Ernest	Yates, Arthur Gerald Vavasour
Krauss, Colin Stanley	Young, Edwin Victor
Lindley, Ernest	

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Feb. 23.—Chairman, Mr. G. H. Head.—The subject for debate was: "That the case of *Re Johnson Roberts v. Attorney-General* (1903, 1 Ch. 821) was wrongly decided." Mr. H. J. Thomson opened in the affirmative; Mr. W. Higgins opened in the negative. The following members also spoke: Messrs. W. M. Pleadwell, J. E. C. Adams, P. B. Henderson, W. E. Tydesley Jones, Hugh Rendell, W. E. Singleton, and Harold Elwell. The opener having replied, the motion was carried by one vote.

BIRMINGHAM LAW STUDENTS' SOCIETY.—Feb. 23.—Mr. Isaac Bradley (vice-president of the society) delivered a most interesting and instructive lecture on a recent French trial, being an account of the prosecution of Emil Zoid for libel in connection with the Dreyfus case, and illustrating the difference in procedure between the English and French courts. A vote of thanks to Mr. Bradley terminated the proceedings.

Mr. Justice Wright left London on Saturday morning for Pensance, where he will remain for a time. Having been ordered by his medical attendant to take a complete rest, he will not, says the *Times*, resume his judicial duties until the beginning of the Easter Sittings. During his absence Mr. Justice Buckley will take his place as the judge in bankruptcy matters.

The Liverpool Board of Legal Studies Annual Meeting.

THE LAW SOCIETY PRESIDENT'S ADVICE TO YOUNG SOLICITORS.

The annual meeting of the Liverpool Board of Legal Studies was held on Tuesday evening, at Liverpool, when the President of the Law Society (Mr. Gray Hill, Liverpool) delivered an address to the law students on the subject of "Efforts to Establish Uniform Maritime Laws." After dealing very exhaustively with the matter, the president said that as one who had had a long experience of the profession, and who filled temporarily, however unworthily, what was to him the high office of the President of the Law Society, he would venture, before concluding, to offer them some advice of a general character. Their present duty was to improve their knowledge of the law as far as possible by taking full advantage of the lectures and classes provided for them by the Board of Legal Studies, and if they went to London for the final period of their articles, by availing themselves of the new and admirable system of legal instruction provided at the Law Society's hall (a system based to a great extent upon the experience of their own system of legal studies), and by using every opportunity of debating legal subjects at the meetings of their Law Students' Society there or in London. He would, indeed, particularly urge upon them to seize every chance of speaking at their debates, even when they dealt with non-legal subjects, taking care to prepare beforehand what they had to say. Not only was the art of speaking in public of value in itself, but it was especially important because it taught the habit of accurate thought. If they had to support their contention by argument, they must consider their argument well, in order that they might be able to meet their legal enemy in the gate. They must bear in mind that the increased jurisdiction which the county courts would receive from the 1st of January, 1905, would afford further opportunities to solicitors with regard to advocacy, and that to avail themselves of these it was necessary to be able to practise the power of clothing their thoughts with words. This art would be valuable also to them for another purpose—viz., to enable them hereafter to do some service to the State. There was, he thought, no calling in life which fitted a man so well for undertaking public business as that of a solicitor of large experience who took every opportunity of widening his mind. Legal practice gave an extensive knowledge of mankind, and created an impartiality of judgment and a patient and tactful temper which were very valuable for this purpose. They had only to observe how many of their professional brethren in that city were rendering public service to the municipality, and how considerable a proportion of the few solicitors who had entered Parliament had become eminent there, to be satisfied of the truth of what he said. Let them not forget that the greatness of our empire really depended in the last resort upon the willingness and the ability of private citizens to serve the State in some form or other. If all were as selfish and exclusively occupied in the pursuit of pleasure and wealth, and as indifferent to the public good as some were, it would indeed go hard with the future of Great Britain and her children beyond the seas. But naturally they had in the first instance to make their living, and "he who would eat of the cake must tarry the grinding." For a long time attention to their own practice would prevent them from taking any important share in public duties. But by learning early in life somewhat of the art of public speaking, which, as he had said, involved the art of accurate thinking, they would fit themselves to do good public service later in life. When they had passed their final examination and had entered upon practice, whether as managing clerks or on their own account, they would find little time for reading text-books. But he strongly recommended them to always make time to read the reports of the decisions in the courts, which they would often find to cast a most useful light upon any particular difficulty which might arise in their daily work. With regard to the conduct of their own business, the first thing that he would warn them against was the attempt to be too clever. Let them never indulge in sharp practice. If they did, they would lose caste with their brethren in the profession, and although in some particular case they might secure some (perhaps unworthy) advantage for their clients, yet on the whole they would be much less useful to him than if they conducted their business in a simple, straightforward, and courteous manner. Let them remember that the reign of technicality in law was almost over. For hundreds of years English law was to a very great extent its slave, and although at times great judges, Samson-like, burst the old ropes of form which bound them, yet it was not until the last century had proceeded for many years on its course that these bonds ceased to be of great strength. The quotation which the late Lord Justice Bowen is said to have made from Erasmus, describing the English lawyers practising in the time of the latter as a "learned set of ignorant men," had now long ceased to be applicable, and the tendency grew stronger every day to push aside all technical points, to cease to consider legal contentions as mere games of skill in which the cleverest players were entitled to succeed, to confine judicial attention to the real point in dispute, and to dispose of the case from a consideration of that point alone. The lawyer was no longer to be known, as he was in Shakespeare's time, by his "quiddits, his quillies, his cases, his tenures, and his tricks," but by his power to find and elucidate the truth, even though it were, as old Polonius had it, "hid within the centre." He would strongly recommend them to make a point of always being on friendly terms with their brethren in the profession, and to avoid harbouring what he might call the dissident mind. He did not use that expression in a religious or political sense, but only as descriptive of that unfortunate disposition which made

it impracticable for a man to act in conjunction with his fellows. As soon as they could afford it, he would urge them to become members of their local law society, and also of the Law Society. Nothing effectual could be done to benefit the profession, to raise its status, to improve its education, to maintain honourable practice, and to exclude from it those who had shewn themselves unworthy to practice it, without the union of the members of the profession amongst themselves. When the Law Society was formed in 1825 the profession was perhaps at the lowest ebb of its reputation. Dickens, though indulging in caricature, would not have introduced such personages into his earlier novels as Dodson and Fogg, Solomon Pell, and Sampson Brass if there were then no practitioner in the solicitor branch of the profession who bore some kind of resemblance to them. Such disreputable creatures were no doubt the rare exception. But he did not believe that they existed at all at the present day. At any rate, he had never met any one like them in real life. They could only exist under the reign of technicality, and at a time when solicitors were not an organized body. The great change which had taken place since those days, improvements in the law and in the conduct of the practitioners, had been largely due to the work done by the Law Society and the country law societies. But how greatly would the position and influence of the profession be increased if all, instead of about half, its members belonged to the parent society. Had they ever considered what the Law Society was in reference to themselves? It was nothing less than their legal father and their legal mother rolled into one, for it ushered them into the legal world; it took a part in their legal begetting and their birth; and it cared for their education and the attainment of their legal manhood. And yet, so stern was this double parent in the execution of its parental duty, that if (which Heaven forbid) any one of them should ever disgrace the profession by his conduct, it would set in motion machinery which would cast him out into the utter darkness of those who were struck off the rolls, where were the weeping of ex-legal eyes and the gnashing of disqualified legal teeth. He asked them, then, to be loyal to this just though inexorable parent, and to help by their support the Law Society to keep the profession at once strong and pure. They would, as young professional men, be subjected to a great deal that must try their temper and call for their patience and fortitude. They might perhaps have to bear the "proud man's contumely . . . the insolence of office"; for the fault of superciliousness still flourished in this country even as it did in Shakespeare's time. But let them look to it that the patience and the merit, and not the unworthiness, should be theirs. If that was the case, they could endure in silence, "and in quietness and confidence shall be your strength." Without violence or aggression they would uphold the dignity of their calling. Another trial of a different kind might be theirs. They might find some powerful and overbearing person who, from a pecuniary point of view, might be important to them as a client, but who would attempt to use them for his own purposes in such a way as to interfere with their duty as professional men. Let them remember on such an occasion that they belong to an honourable profession, by the rules of which they were bound, and that they were not to allow themselves to be made the instruments of another's tyranny, insolence, or malice, or even mere tools in the hands of any one, however high his rank or great his possessions. Let them keep their tempers and cultivate pleasant manners, for they would find that their most successful work could be done as diplomatists of private life, and good temper and good manners were the first requisites in diplomacy. The business of a wise and useful diplomatist was, while firmly maintaining the rights of those whom he represented, to appease violence, to remove unreasonable animosity, to dissuade from rash actions, to defer from foolish ventures, to smooth away the difficulties which would otherwise hinder those enterprises which might be wisely undertaken, to disentangle knots rather than to cut them, to "make the crooked straight and the rough places plain." For this business there was always a wide scope and room for great talent of the diplomatic kind on the part of the solicitor. He would urge them finally never to mix their client's money with their own, for that way danger lay. Let them never speculate on the Stock Exchange or in any way, and never attempt to finance a speculative builder; for both of these were "primrose ways to the everlasting bonfire."

Companies.

Legal and General Life Assurance Society.

ANNUAL MEETING.

The sixty-seventh annual general meeting of this society was held on Tuesday, at the head office, 10, Fleet-street, Mr. WILLIAM WILLIAMS (chairman) presiding.

The report stated that the directors much regretted to have to announce the death, during the past year, of their old and valued colleague, the Right Hon. Sir Richard Garth, K.C., who had been a member of the board since 1880. The board, under the power conferred upon them by the deed of settlement, had filled the vacancy thus caused by the election of Mr. Claude Baggulay, K.C. Under the provisions of the deed, this gentleman retired from office at the present meeting, but was eligible for re-election. During the past year the following new assurances had been effected with the society, viz: Life Assurance Fund, 1,981 policies, sums assured £2,154,894, new premiums £103,453 8s. 1d.; General Fund, 56 policies, sums assured £211,009 10s., new premiums £5,790 13s. 11d.; making a total of 2,037 policies, insuring £2,365,903 10s., the new premiums amounting to £109,244 2s. Of these amounts there were paid away to other

offices under the Life Assurance Fund, £13,925 5s. 4d., for the reinsurance of £335,330, and under the General Fund, £467 9s. 2d., for the reinsurance of £20,840, leaving the net new business retained by the society as follows: Life Assurance Fund, sums assured £1,819,564, new premiums £89,528 2s. 9d.; General Fund, sums assured £190,169 10s., new premiums £5,323 4s. 9d., the total amount assured being £2,009,733 10s. and the new premiums £94,851 7s. 6d. The total net premium income had amounted to £121,308 4s. 11d., being an increase of £56,590 3s. 1d. upon that of 1902. The total net claims on the life assurance fund had amounted to £175,147 6s. 4d. caused by 85 deaths, and eleven endowment policies matured, as against £245,814 15s. 5d. in 1902, caused by 110 deaths, and three endowment policies matured. This first-mentioned sum included £37,967 9s. as bonus additions, and in cases in which bonuses had not been previously surrendered for cash or reduction of premium, the additions amounted to the large average increase of 64 per cent. The claims under the general fund amounted to £2,504. The total number of policies in force at the end of the year was 10,466, assuring with bonus additions £16,867,018. The total funds of the society increased during the year by the sum of £362,645 6s. 3d., amounting on the 31st of December to £4,403,727 18s. 7d., and (omitting the amount invested in the purchase of reversionary interests) the remainder of the society's assets, productive and unproductive, yielded an average rate of £4 5s. 6d. per cent. The above funds of the society include £2,518,455 18s. 8d. invested on mortgages of real and personal property. These securities had been recently investigated by the directors, and the result of such investigation was satisfactory.

Mr. E. COLQUHOUN (actuary and manager) having read the notice convening the meeting,

The CHAIRMAN moved the adoption of the report.

Mr. RICHARD PENNINGTON, in seconding the motion, said that at the request of the chairman, who was suffering from a cold, he would make the few observations which were necessary, with regard to certain matters which could not usually appear in the report, but which it was desirable should be brought to the notice of shareholders. First of all he should like to remind them that the society had lost a highly esteemed member of the board and a most highly esteemed member of the legal profession in the death of Sir Richard Garth. With regard to the report it was really hardly necessary to say anything, because it must, he thought, in the opinion of all shareholders, be considered as very satisfactory, and he thought he might say admirable, as shewing the result of the society's operations during the past year. The new business had increased even beyond the high figure of last year, and amounted to 2,037 policies as against 1,486, assuring £2,365,903 10s., as against £1,956,081 10s., and the new premiums were £109,244 2s., as against £84,075 1s. 9d., while the net amount retained by the society had increased from £1,675,731 10s. to £2,009,733 10s. He need hardly say that these figures were very gratifying to the directors, though he did not attribute to them entirely the improvement in the income of the society, and he hoped it would be felt to be gratifying and satisfactory to the shareholders. It would be seen that the net premium income of the assurance fund had increased from £335,330 to £396,168, being an increase on the year of £60,838. The interest and dividends on the assurance fund had increased from £114,712 to £124,774, and the profit on the reversions had been £24,288, as against £5,740. On the other hand, the death claims had been unusually small. Last year they amounted to £215,841, as against an expectation of £283,000. On the present occasion they amounted to £166,823, as against an expectation of about £317,000. Therefore the mortality had been very light, and it had also been of a favourable nature in regard to its incidence. The life assurance fund had increased from £3,682,814 to £4,033,704. A committee of the directors had recently investigated all the mortgages and other investments of the society, and they had made, as it had always been their practice to make, a very rigid examination of those securities, and they had come to the conclusion that the amounts were well secured. As regarded the convertible securities, having regard to the great fall that had taken place in investments of this nature since the valuation at the end of 1901, when all the Stock Exchange securities which stood above the market quotation in the society's books were written down to that figure, the aggregate value on the 31st of December last was some £20,000 in excess of the value at which they stood in the balance-sheet, and the directors had not therefore thought it necessary to make any alteration in the individual values. As regarded the general fund, there was a small decrease in the amount of the premium income—namely, £3,774. On the other hand, the funds had increased by the sum of £19,029. The general fund consisted chiefly of sinking fund policies, and he understood that this was a class of business which was very liable to fluctuations. This was one of the reasons why the directors a short time ago had separated the amount of this fund from the life assurance fund proper. The fall in the price of convertible securities had, of course, had the effect of raising the rate of interest which was obtained from them, and indirectly it affected, of course, the rate of interest on securities of all kinds, and the directors had done their best to avail themselves of this opportunity of reinvesting the available funds at a better rate of interest than they had been able to obtain during the last three years. They had opened three new branches during the past year, one in the City, one at Birmingham, and one at Newcastle. That, of course, had involved some expense, but the board were satisfied with the results so far obtained from them, and they proposed to pursue this extension from time to time of the society's business by opening branches elsewhere. He had a belief that if a business did not go forward there was a very great tendency to go backward, and he did not believe it was possible for any business to go forward unless it was actively and zealously pushed forward by the efforts of those interested in it. The society had, of course, their manager and staff, who would push forward, no doubt, but they could not do everything, and they had a vast amount

lose no opportunity of giving it a lift up, and that was to be done by introducing business to it on every possible occasion.

The report having been unanimously adopted,

The CHAIRMAN moved that the retiring directors—viz., His Honour Judge Bacon, Mr. E. H. Ellis-Danvers, Mr. Arthur J. Finch, Mr. A. Grant Meek, Mr. William Henry Saltwell, and Mr. R. W. Tweedie—be re-elected.

Mr. THOMAS RAWLE seconded that motion, and it was carried.

On the motion of Mr. PENNINGTON, seconded by Judge Bacon, Mr. Claude Baggallay, K.C., who also retired from office as a director, was re-elected.

On the motion of Mr. LEIGH, Messrs. Deloitte, Dever, Griffiths, & Co. were re-elected auditors.

Mr. LEIGH moved that the remuneration of the directors should be increased from 3,000 guineas to £4,000 annually. He pointed out that their remuneration was fixed in 1890, when the premium income was £247,000, and that it was now £421,000, an increase of £174,000. The directors were amongst the most important members of the profession, and the shareholders would only be doing what was right in recognizing the devotion they had always given to the affairs of the society. At the last quinquennium the expenses of management were 11·7 per cent. upon the premium income, a reduction of nearly 1 per cent. from the previous quinquennium.

Mr. TATHAM seconded the motion, and it was agreed to.

Mr. PENNINGTON returned thanks on behalf of the board, and the proceedings terminated with a vote of thanks to the chairman.

Law Life Assurance Society.

ANNUAL MEETING.

The eightieth annual meeting of the Law Life Assurance Society was held on Wednesday at the society's office, 187, Fleet Street, Mr. E. HORSMAN BAILEY presiding.

The report stated that the number of policies effected during the year was 567, assuring the sum of £589,702, the premium income on which, including £4,834 single premiums, amounted to £21,005. The net new business, after deducting re-assurances, was £554,454, at annual premiums of £15,753, and single premiums of £3,319. The society had also received during the year premiums amounting to £1,609 in respect of re-assurances against the risk of death from fatal accidents, under the agreement with the Law Accident Insurance Society (Limited). Eight sinking fund assurances for £53,027 were also granted, at annual premiums of £350 and single premiums of £319. The total net premium income for the year was £267,587, being £3,141 more than the corresponding figure for 1902. Thirty-seven immediate annuities were granted, in respect of which the society received the net sum of £27,006. The total funds at the end of the year amounted to £5,053,484. The interest yielded by the society's funds was at the rate of £4 0s. 11d. per cent. per annum, without deduction of income tax. The expenses of management (including commission) represent £12 7s. per cent. of the total net premium income. The net claims by death amounted to £285,365 (including £76,747 bonuses) in respect of 157 policies upon 124 lives. The bonuses on participating policies which became claims (the bonuses attaching to which had not either wholly or in part been previously surrendered) averaged 62 per cent. of the original sums assured. The net amount of claims under life policies in 1903 was about £267,000 less than the expected amount according to the Hm. table of mortality, on which the society's valuations are based. The average age at death of the lives assured under policies which became claims was about sixty-seven years, and the average duration of these policies was about 29 years. In addition to these claims, there had been claims for £833 under fatal accident re-assurances; three endowment assurances or endowments, amounting, inclusive of bonuses, to £1,222, had matured; and payments amounting to £734 had been made in respect of the maturing of sinking fund policies. Fifteen annuitants had died during the year, and the society had thus been relieved from annual payments of £1,771. The Stock Exchange securities held by the society had been re-valued, and they stood in the accounts at their market values on the 31st of December last. The amount by which the Stock Exchange securities were written down at the end of the year represented 4 per cent. of their total value in the books before such adjustment. The directors greatly regretted to have to report the death of Mr. William Dawes Freshfield, who had been a director of the society since 1890.

Mr. E. H. HOLZ (manager and secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, said that the board had lost a very well-known member, Mr. William Dawes Freshfield, one who occupied a very high place indeed in the profession, and who was a source of strength to the board. Since the date of the report the society had also lost another director by the death of Mr. Richard Du Cane, who had served on the board for more than twenty years. Turning to the accounts, he said that the business of the society for the past year showed a satisfactory state of progress. The new business of the society had again increased, and now amounted for the past year to £554,454, being an increase of some £20,000 over 1902, some £34,000 over 1901, and more than £50,000 over 1900. The best test of the business of an office was, perhaps, the premium income. For the year 1903 the premium income had amounted to £267,587, being an increase of £3,000 over the premium income of 1902, and the largest premium income since 1872. The net premium income had considerably increased in recent years. In 1889 it amounted to £212,000, and it was now £267,000. The total invested funds of the society had reached a figure of £5,053,484. This, of course, showed a decrease of £21,000 from the previous year, which was due entirely to the fall in the value of Stock Exchange

securities. The other investments of the society had been quite satisfactory, but the fall in value of Stock Exchange securities had had the effect of showing this diminution in the figures. A large sum had been written off the investments in Stock Exchange securities. They had been very carefully made, with the result that, although there was a fall, it only amounted to 4 per cent. on their total value. He believed it was not a too sanguine hope that before the end of the quinquennium Stock Exchange securities would have recovered considerably, and any recovery would, of course, affect beneficially the proprietors and policy-holders' bonuses at the end of the quinquennium. The rate of interest was £4 0s. 11d. per cent., slightly less than in 1902. This was due, not to the fact that the invested funds of the society produced less interest, but to the fact that a fluctuating source of income—namely, that derived from reversions—was somewhat less this year. Excluding reversions, and about £330,000 invested therein, the yield from funds invested was £4 3s. 11d., which compared satisfactorily with £4 2s. 3d. in 1902. The gross rate of interest earned by the guarantee fund was again higher—namely, £4 2s. 8d.—a higher rate than for many years past. The expenses of management during the last few years had, as they all knew, increased, and the reasons were so well known that it was unnecessary to refer further to them. This year they had shown a slight increase, being nearly $\frac{1}{2}$ per cent. less than last year. The ratio was very low as compared with other offices that paid commissions. The claims had amounted to £285,365, an amount slightly in advance of 1902, but still some £67,000 less than the Hm. table of mortality, on which the balance-sheets were based. The average age of those whose life policies became claims was sixty-seven, and the average duration of the policies was twenty-nine years. The fatal accident policies again showed a profit for the society. There was another item on the accounts which perhaps called for slight comment, the amount paid for surrenders of policies during the year—namely, £21,000. No doubt, bad financial times partially accounted for the increase in the surrenders, and it also happened that there were two or three large policies dealt with in that way. But these surrenders were not effected without profit to the society. With one exception—i.e. depreciation of Stock Exchange securities, which was a matter beyond control—he thought that the report altogether showed a most satisfactory state of business, and that the office was in a thoroughly sound condition. Their thanks for the result were largely due to their good friend, Mr. Holt, the manager, and to the entire staff of the office, including, not only those within the office, but also the inspectors and agents outside.

Mr. W. R. MALCOLM seconded the motion, and it was unanimously adopted.

The retiring directors and auditors having been unanimously re-elected, The CHAIRMAN moved a resolution dealing with a further reduction in the number of the directors, which was, after a short discussion, agreed to. A second resolution, proposed by the CHAIRMAN, dealing with a simultaneous reduction in the directors' fees, was eventually negatived.

After the usual vote of thanks, the meeting then adjourned.

Marine and General Mutual Life Assurance Society.

The ACTUARY and SECRETARY (Mr. STANLEY DAY) having read the notice convening the meeting,

The CHAIRMAN, in rising to move the adoption of the report, said: I may say that our new insurances are apparently somewhat less than those taken in the previous year, which was the year of the largest business the society had ever transacted. The difference in the figures for the year 1903 is £286,192 as against £294,877, but in point of fact the difference is more apparent than real, for it so happens that we had, owing to our limits on certain lives being full up, to give off a larger amount of re-assurance than usual; but for that fact our business this year would have been quite equal to that of last year, which, as I have said, was the largest year for new business that the society has yet succeeded in obtaining. The business of 1903 has been, upon the whole, on a higher plane, if I may call it so, than the average business of previous years. I hope that my impression on this subject will prove to be correct as time goes on. Well now, after the extent of our new business, the most interesting topic is, of course, that of the claims which we have had to meet during the past year. These claims are somewhat less than they were last year, but they are still considerable. The claims on our policies amounted to £47,850 and to that amount there are bonus additions of £9,897, making the total claims for the year £57,747, an amount, as I say, less than that of last year, but still considerable, having in view that we had certain claims of what I might call a premature and exceptional kind. The actuarial tables of mortality take no notice of premature or exceptional claims, but simply resolve the whole of our business into a question of general average, and, looked at from that point of view, I find that our claims are still 20 per cent. less than the provision made in that respect under the mortality tables. I need hardly say, therefore, that, although the amount which we have paid has been considerable, it is still very safely, indeed, within the limits provided by the society for that purpose. The premium income amounts to £117,691, and I find we have been going on quietly and steadily in this department for a good many years. Our premium income has gone on increasing at the rate of £5,000 a year, and that, too, after allowing for the waste that takes place in the payment of claims and surrenders. We have during the last eight years increased our premium revenue by 50 per cent., and our income from investments, which is now £45,723, has increased during the period in question exactly as our premium income has increased. I am glad, also, to say that our total assurance fund has increased in

to do which did not assist in pushing the business. It was the business of those directly interested in the advancement of the society to take care to a still greater ratio even than our premium income or interest income. We carry forward this year to the credit of our insurance fund the sum of £64,023, making the assurance fund up to the respectable total of £1,226,207; and I find that during the period of eight years which I have been using for purposes of comparison the assurance fund has increased, not by 50 per cent., but by 60 per cent. I may mention that we obtained this year a slight increase in the rate of interest on our funds. We obtained £3 18s. as against £3 16s. 3d. last year. The interest in 1902 was diminished partly through the heavy income tax, and partly through the poor dividends on railway stocks. From our railway investments of 1903 we have derived more benefit, and there has, of course, been the saving in income tax. I come now to refer to the depreciation which, as you are aware, has taken place in all Stock Exchange securities during the past year. We find the loss this year, as compared with the values in our books, amounts very closely to £40,000 of depreciation. Our Stock Exchange securities amounted on the 31st of December to £1,058,088. Therefore the depreciation which we have to acknowledge is equal to practically 4 per cent. on that amount, and, taking all things into consideration, I can only say that I have never seen worse accounts than that. We have, perhaps, reason to congratulate ourselves that the depreciation has not been greater than it actually is. I might also say that your affairs in respect of the ratio of working expenditure continue to occupy our attention, and we have done our best to diminish that ratio. This year again we have been able to obtain a slight reduction, which is, as you all know, a striking testimony to the care and vigilance which is exercised by our staff in connection with every part of our business. I will now ask you to give a welcome to our new colleague, Mr. Arthur Neville Lubbock, who has accepted a seat at the board in succession to Admiral Chatfield, as representing the Royal Mail Co., and who will, I am sure, prove as valuable to the society as those who have been for a longer time members of your board. In conclusion, I may say that in our opinion your society has been doing a snug, safe, and comfortable business; and with that I beg to move that the report, with the accounts appended thereto, be received and adopted.

Mr. J. HERBERT TRITTON (deputy chairman) seconded the motion, which was carried unanimously.

Mr. A. N. LUBBOCK having thanked the meeting for the confirmation of his election as a director of the society,

Mr. J. HERBERT TRITTON proposed the re-election of Sir Thomas Sutherland, G.C.M.G., LL.D., &c., as a director of the society. The motion having been seconded and put to the meeting, was carried with acclamation.

The other retiring directors, Mr. H. W. FORSTER, M.P., and Mr. FRANKLIN R. KENDALL, having been re-elected, as also the auditors,

Mr. WITHERS rose to propose a vote of thanks to the chairman and directors. After the encouraging and eminently satisfactory speech of the chairman, it would, he felt sure, give the meeting great pleasure to have an opportunity of expressing their thanks to the board and testifying in the most cordial way their high appreciation of the able manner in which the society's affairs were being conducted.

The vote of thanks having been carried by acclamation, the CHAIRMAN said: On behalf of my colleagues and myself I beg to thank you for the vote of confidence which you have been good enough to accord to us.

The meeting then dispersed.

Legal News.

Appointments.

Mr. HENRY EMLE RICHARDS, barrister-at-law, has been appointed an Ordinary Member of the Council of the Governor-General of India, in the place of Mr. Thomas Raleigh, C.S.I., barrister-at-law, whose term of office will shortly expire.

Mr. CHRISTOPHER TAIT RHODES, solicitor, of Halifax, has been appointed a Commissioner in England to Take and Receive Affidavits, Declarations, Affirmations, Bail, or Recognizance, relating to all Matters in the Supreme Court of Newfoundland, and to take Affidavits and Acknowledgments in Proof of Deeds or Documents for Registration in Newfoundland.

Changes in Partnerships.

Dissolutions.

LOUIS EDWARD FAWCUS and HERBERT BURROWS WILLETT, solicitors (Andrews, Fawcus, & Willett), 18, Essex-street, Strand, London. Oct. 1. The said Louis Edward Fawcus will continue to practise at 18, Essex-street, Strand, London, under the style or name of Andrews, Fawcus, & Co., and the said Herbert Burrows Willett will practise on his own account at 40, Chancery-lane, London.

JOHN C. GILMORE, A. JEFFERAY MAWER, and JOHN R. LLOYD, solicitors (Gilmore, Mawer, & Lloyd), Bristol and Wells. April 17. The practice in Bristol will be continued by John Crosby Gilmore and John Rogers Lloyd in co-partnership, and the practice in Wells by Arthur Jeffery Mawer.

General.

In a case at the Clerkenwell County Court, says the *St. James's Gazette*, the plaintiff's solicitor informed his honour that he did not wish to introduce prejudice, but he felt in his duty to state that the gentleman who was robed to act as the defendant's solicitor had not paid his qualifying fee for 1904 yet, and therefore was not entitled to practise. His Honour: Is that correct? The defendant's solicitor: Yes, it is. His Honour: Then you are not in the law and I cannot hear you, and your legal friend has done a public service in drawing attention to the fact.

The following incident is stated by the *Globe* to have occurred in the course of the hearing of a case before Mr. Justice Darling. "You compel me," said a K.C. severely to a witness, "to test your credibility. This is not the first time we have met?" The witness was unable to recall a former meeting with the learned gentleman. "Surely it must have occurred to you during this trial that we are not unknown to one another?" persisted the K.C. "Do you want the jury to believe, Mr. —," inquired Mr. Justice Darling, "that the witness is discredited because he knows you?"

The Finance Committee of the London County Council report that under the new code of regulations regarding the payment of prosecutors and witnesses in criminal prosecutions, issued by the Home Secretary, many of the allowances under the new grant were to be considered as *maxima*, and this would have the effect of greatly increasing the discretionary powers devolving upon the taxing officer of the court. The cost of criminal prosecutions within the County of London was defrayed out of the county fund, and for the reasons stated it was probable that in the future the expenditure under this head would be increased.

In reply to a letter from Messrs. Powley, Thomas, & Co., of Cardiff, having written to the Foreign Office asking advice as to whether, in view of the hostilities between Japan and Russia, coal was contraband of war, the following reply has been received: "I am to state generally that coal is an article *ancipitis usus*, not *per se* contraband of war, but if destined for warlike, as opposed to industrial, use it may become contraband. Whether in any particular case coal is or is not contraband of war is a matter *primò facie* for the determination of the prize courts of the captors' nationality, and so long as such decision when given does not conflict with well-established principles and rules of international law, his Majesty's Government will not be prepared to take exception thereto. I am to add that his Majesty's Government are not at present aware that any declaration on the subject has been made by either of the belligerents."

In the course of hearing motions for the amalgamation of certain companies, says the *Morning Advertiser*, Mr. Justice Byrne made a strong protest against the growing practice of solicitors not providing the court with legible manuscript copies of documents intended to be put in evidence, and, instead of so doing, providing type-written copies, which, his lordship complained, were not legible. On a type-written document being handed up, his lordship said: "No, I will not have that. It is not legible. I do not care what it is so long as it is legible. Practitioners will not understand that it is their duty to provide for the court a legible copy of any document to be put in evidence—by that I mean a fairly legible copy. I do not know why they do not do it. The bar have the matter in their control really. When I was at the bar I was obliged to say to solicitors 'I could not read those things.' It is a growing practice. Yesterday it was quite abominable. I had to read twice over in different type one affidavit." Another copy having been handed up, Mr. Cave, K.C., said: Perhaps your lordship may find that a little better; I do not know whether it is.—Mr. Justice Byrne: No, it is not; I cannot read that.—Mr. Norton, K.C.: I am afraid your lordship will not find this any improvement; I think it is a carbon copy.—Mr. Justice Byrne, looking at it: No, certainly not. At length a written copy was found and handed up.—Mr. Justice Byrne: Ah! this is very satisfactory; and so the incident ended.

On Wednesday last, in the House of Commons, on the supplementary vote of £2,000 for certain miscellaneous legal expenses, Sir A. Rolitt said a note to the vote explained that the excess arose in respect to the expenses incurred in connection with the arrest and extradition of Whitaker Wright and in the case of the convict Lynchehaun. He should like to know what was the exact amount incurred in the case of Whitaker Wright. He hoped it was not the whole of the amount which the Government intended to contribute towards the arrest and prosecution of Whitaker Wright. The expense of exposing company frauds was an absolute deterrent to private prosecutions, the result of which was the immunity of offenders, and the waste of millions of money to the detriment of the trade of the country. During the debate on the Address the Attorney-General not only made a statement as to his view of the law in the case of Whitaker Wright, for which every one must have the greatest respect, but answered what he supposed to be reflections upon his honour and impartiality in the matter. He could assure his learned friend that his explanation was unnecessary. Every one in his profession assented to the statement of his hon. friend without reservation. The Attorney-General thanked his hon. friend for his frank and friendly words. The total cost of the proceedings for the extradition of Lynchehaun was £1,014, and there was a further claim which was estimated at £300. In the case of Whitaker Wright the total cost was £1,150. Extradition proceedings in America were for various reasons expensive.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
EMERGENCY ROTA.		APPEAL COURT No. 2.		Mr. Justice KEEWICH.
Date.				Mr. Justice BYRNE.
Monday, Feb.	29 Mr. Church	Mr. R. Leach	Mr. Beal	Mr. W. Leach
Tuesday, March	1 Gresswell	Godfrey	Carrington	Theod
Wednesday	2 King	R. Leach	Beal	W. Leach
Thursday	3 Farmer	Godfrey	Carrington	Theod
Friday	4 Theod	R. Leach	Beal	W. Leach
Saturday	5 W. Leach	Godfrey	Carrington	Theod
Mr. Justice FAIRWELL.				
Mr. Justice BUCKLEY.		Mr. Justice JOYCE.		Mr. Justice SWINER EADY.
Monday, Feb.	29 Mr. Farmer	Mr. Gresswell	Mr. Pemberton	Mr. Carrington
Tuesday, March	1 King	Church	Jackson	Beal
Wednesday	2 Farmer	Gresswell	Pemberton	Godfrey
Thursday	3 King	Church	Jackson	R. Leach
Friday	4 Farmer	Gresswell	Pemberton	Jackson
Saturday	5 King	Church	Jackson	Pemberton

The Property Mart.

Sale of the Ensuing Week.

- Feb. 29.—Messrs. FIELD & SONS, at the Mart, at 2:—Romford: The Goodwill and Trade-mark of the old-established Mineral Water Factory. Solicitors, Messrs. Worthington Evans, Bird, & Co., London.—Teddington: 1 and 2, St John's-villas. Queen's-road, Broad-street, with a plot of land adjoining No. 2; possession on completion of the purchase; rental value £65 18s. Solicitors, Messrs. Huntley & Son, London.—Life Policy, £500, with Accumulated Profits. Solicitors, Messrs. Huntley & Son, London.—Bermudsey: Short Leasehold Investment, 37 and 59, Beatrice-road, let weekly, producing £72 18s. per annum; 139, Fort-road, let weekly, producing £36 8s. per annum; 11, Revery-road, let weekly, producing £41 12s. per annum. Solicitors, Messrs. W. R. Millar & Sons, London.—Barnet, Herts: Freehold Ground-rent, am. unting to £18 per annum, secured on eight weekly cottages, the rack-rents of which amount to about £203 per annum. Solicitor, H. W. Poole, Esq., Barnet. (See advertisements this week, p. vi.)
- March 1.—Messrs. DUNHAM, TAYSON, FARMER & BRIDGEWATER, at the Mart, in Two Lots:—King-street, Hammersmith, on the line of the electric tramway and near to Ravenscourt Park Station; let on lease at £471 10s. Brook Green, W.—Equi-distant from Addison-road and Hammersmith Railway Stations; let on lease expiring Christmas, 1907, at £130. Solicitors, Messrs. Frere, Cholmeley & Co., London. (See advertisement, Feb. 30, p. iii.)
- March 2.—Messrs. FURBER, at the Mart, at 2:—Policies upon the life of a gentleman, aged 70 years last birthday, viz.:—£300, £1,001 13s. 8d., £1,000, and £1,100. Solicitor, J. Arnold-Bartrum, Esq., London. (See advertisement this week, p. i.)
- March 2.—Messrs. FOSTER, at their Gallery, 54, Pall Mall, at 1:—Barnes: The Leasehold Residence of the late Geo. Nelson Watts, known as Woodrode, No. 40, Castelnau. Solicitors, Messrs. Saxton & Morgan, London. (See advertisement this week, p. 6.)
- March 2.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—Cambridge Heath: Builders' Premises, embracing a large open yard surrounded by ranges of workshops, stores, stabling, offices, principally of recent and substantial erection, two miles from the Bank of England. The site occupies an area of about 22,400ft. Solicitors, Messrs. Moodie & Son, London.—New Southgate (close to the Station on the G. N. Ry.): Freehold Building Estate of about 12½ acres, with extensive frontages to old-established roads. Solicitor, William Webb, Esq., London. (See advertisements this week, p. vii.)
- March 3.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—
- REVERSIONS:**
- To One-fourth of £1 300; on demise of a lady aged 46. Solicitors, Messrs. Hunter & Haynes, London.
- To One twenty-eighth of Consols and Railway Stocks, value £10,000; gentleman aged 63.
- To One twenty-eighth of the above funds; lady aged 68. Life Policy for £150 in the Legal and General Office.
- To One-sixteenth of Trust Fund, value £11,429; lady aged 69.
- To a sum of £1,400, charged upon a Trust Fund, value £7,300; gentleman aged 68 and a lady aged 69. Solicitors, Messrs. Pearce-Jones & Co., London.
- To Foreign Stocks, value £4,000; gentleman aged 22. Solicitors, Messrs. J. S. Rubinstein & Co., London.
- To £2,000; lady aged 64. Solicitors, Messrs. Hadden-Woodward & Co., London.
- To One seventh of Trust Fund, value £6,067, with policy; two lives aged 52 and 51. Solicitor, J. W. Henniker Rance, London.
- LIFE INTEREST** in Leasehold Premises at Hackney, producing £28 per annum; lady aged 43.
- POLICIES** for 5,000 dols., £1,350, £1,000.
- 100 Ordinary Shares of £10 each, fully paid, in H. & T. Kirby (Limited).
- (See advertisements this week, p. vii.)

Messrs. H. E. FOSTER & CRANFIELD announce that their letter-box was rifled on Friday morning, the 19th inst., and a number of letters abstracted. Should any client or correspondent not have received a reply by last Saturday's morning's post to any letter despatched on Thursday, Messrs. H. E. Foster & Cranfield will be obliged if they will kindly repeat at the earliest possible moment, and take the necessary steps to stop payment of cheques or money orders.

Winding-up Notices.

London Gazette.—Friday, Feb. 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

- AKROPOLIS (AMHANT) MINES, LIMITED**—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to William Henry Parry, C. Cook at Liverpool
- ALPHA CO, LIMITED** (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 2, to send their names and addresses, and the particulars of their debts or claims, to Herbert David Jackson, 48, Cherry st., Birmingham. Glaisyer & Co., Birmingham, solers for liquidator
- ARTHURA STEAMSHIP CO (NORTH SHIELDS), LIMITED**—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to John Martin Winter, 16, Market st., Newcastle upon Tyne. Cooper & Goodger, Newcastle upon Tyne, solers for liquidator
- AUXILIARY ASSOCIATED GOLD MINES (W.A.) LIMITED**—Peto for winding up, presented Feb 18, directed to be heard March 1. Besumot & Co., Chancery in, solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 29

CONTINENTAL AND EASTERN SYNDICATE, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to William Kent Lemon, 8, Royal Exchange bldgs. Greenop & Co., Bush in House, Cannon st, solers for liquidator

DEBRY MINING CO, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Frederick William Lord, 60, Watling st.

LEEUWFOOT DEEP SYNDICATE, LIMITED—Creditors are required, on or before March 15, to send their names and addresses, and the particulars of their debts or claims, to W. I. Birkenruth, 1, Tokenhouse bldgs. Flux & Co., East India av, solers for liquidator

MCGUIRE MANUFACTURING CO, LIMITED—Peto for winding up, presented Feb 17, directed to be heard March 1. Edmonds & Rutherford, 61 Winchester st, solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 29

SEVILIAN SYNDICATE, LIMITED—Creditors are required, on or before March 11, to send their names and addresses, and the particulars of their debts or claims, to Herbert Alfred Deed, 1, Graham bldgs, Basinghall st.

ST. HELENS AND DISTRICT CARRIAGE CO, LIMITED—Creditors are required, on or before April 2, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Armour, Bickerstaffe st, St. Helens. Massey, St. Helens, soler for liquidator

V.C. CO, LIMITED—Creditors are required, on or before March 18, to send their names and addresses, and the particulars of their debts or claims, to the Liquidator, 15 and 16, Tavistock st. Waller & Co., Coleman st, solers for liquidator

WESTERN COUNTRIES WESLEYAN METHODIST SCHOOL ASSOCIATION (TROWBRIDGE HEATH SCHOOL), LIMITED—Creditors are required, on or before March 28, to send their names and addresses, and the particulars of their debts and claims, to Henry Edgar Lofth, Trowbridge

London Gazette.—TUESDAY, Feb. 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUTOMATIC REFRESHMENT SUPPLY CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 2, to send their names and addresses, and the particulars of their debts or claims, to Stephen B. Saunders, Bush in House, Cannon st, Hextalls, Martin's in, Cannon st, solers for liquidators

BANCROFT, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 6, to send their names and addresses, and the particulars of their debts or claims, to Herbert George Solomon, 7, Gower st, Swansea. Llewellyn & Co, Swansea, solers for liquidator

BARNES & HANDS, LIMITED—Creditors are required, on or before April 6, to send their names and addresses, and the particulars of their debts or claims, to Thomas Aston, 2, Newhall st., Birmingham. White, Birmingham, soler for liquidator

COMPOUND METALS CO, LIMITED—Creditors are required, on or before April 6, to send their names and addresses, and the particulars of their debts or claims, to Edward Allinson Green, 162, Birkbeck Bank chmbrs, High Holborn. Lewis, South sq, Gray's inn, soler for liquidator

DAVIS, AILEN & CO, LIMITED—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Robert Fitzman, 6, Guildhall chmbrs, Basinghall st. Reed & Reed, Guildhall chmbrs, Basinghall st, solers

ELLIS ESTATES CO, LIMITED—Creditors are required, on or before April 4, to send their names and addresses, and the particulars of their debts or claims, to William George Elger, 7, St Helen's pl. Paines & Co, St Helen's pl, solers for liquidator

HELLIWELL, WHITTAKER, & CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Hy. Fk. Hartman, 2, Darcy st, Bradford

TYNE PORTLAND AND DRY DOCK CO, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Edward Thirlaway and John Wait, Wallend on Tyne

WILKINSON & HEALD, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts or claims, to George William Townend, Carlisle chmbrs, Goolie. E & T Clark, Goolie, solers for liquidator

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—Friday, Feb. 12.

HARDY, EDWARD, 61 Western st, Moss Side, Manchester March 11 Giddings & Dacre v Hardy, Registrar, Manchester Street, St James sq, Manchester

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—Friday, Feb. 5.

- ALLIN, WILLIAM BRIGGS**, Mussoorie, Agra, India, M B Feb 27 Hopgood & Downes, Spring gdn
- ARTHUR, CHARLES WILLIAM**, Normandy Park, Guildford March 15 Stephenson & Co, Lombard st
- AUSTIN, CHARLES WILLIAM**, Brewer st, Golden sq, Colour Merchant March 14 Johnstone & Wiley, Warwick st, Regent st
- BEARE, GEORGE**, Plymouth, Picture Frame Maker Feb 29 Shelly & Johns, Plymouth
- BELT, MARY ELIZABETH**, Kingston upon Hull March 8 Ansell, Hull
- BEVAN, MARIA**, New Barnet, Herts March 1 Thorwood & Co, Cophall 1st
- BURLEY, CHARLES**, Faddington, Contractor March 4 Ray & Flower-Ellis, 61 Portland st, Portland pl
- CAMAC, THOMAS**, Fulham March 15 James & James, Ely pl, Holborn
- CHORLEY, HARRIET**, Minehead, Somerset March 19 Joyce & Co, Williton, Somerset
- CLARE, CHARLES JAMES**, Bombay, India, Assistant Collector April 14 Barlett
- CLAYDON, ROBERT JOHN**, Linton, Cambridge, Farmer Feb 30 Collin & Adams, Suffolk Walden
- DONALDSON, REV CANON AUGUSTUS BLAIR**, Truro March 9 Donaldson, Bloomsbury pl, Bloomsbury sq
- DOWNS, GEORGE**, Beoley, Derby April 14 F & H Taylor, Bakewell
- ECOLESTONE, THOMAS SOWELS**, Diss, Norfolk Feb 19 Bendall & Sons, Newmarket
- FILL, EMMA**, Canterbury March 18 Whichcord, Canterbury
- FORBES, DAVID McCulloch**, West Didsbury, nr Manchester, Calico Printer March 12 Horrocks, Radcliffe
- FREELING, ANTHONY CHARLES**, Gray's inn rd March 7 Guscott & Co, Essex st, Strand
- FREEMAN, ELEANOR**, Oxford March 5 Peake & Co, Bedford row
- GLASS, JOHN**, Newport, Mon, Traffic Foreman April 1 Pains & Son, Newport, Mon
- GOWER, JOHN**, Brighelfery, Glouc, Builder April 30 Williams, Neath
- QUADR, CHARLES**, Edgely, Stockport March 10 Ferns & Co, Stockport
- HALL, MARTHA**, Stoke Newington March 6 Anning & Co, Chesapeake
- HANDLEY, EMILY**, Alum Chine, Bournemouth March 7 Cottrell & Son, Birmingham
- HARRAWAY, JAMES**, Clapham Park March 5 Burchell & Co, Victoria st
- JOHNSTON, MARTHA**, Kidsgrove, Staffs March 5 Sherratt & Nelson, Kidsgrove
- KEARNS, CATHERINE**, South Feb 16 Hoakling Liverpool
- LAST, GEORGE**, Colchester, Furniture Dealer March 5 Sparling & Son, Colchester
- LEE, BENJAMIN**, Hunslet, Leeds March 19 Jones & Co, Leeds
- LE MANSURIE JOHN**, Eboli, Bedford March 14 Halliley & Morrison, Bedford

LOBO, PETER DE LANDE, Lincoln's inn fields, Solicitor March 17 Long & Gardiner, Lincoln's inn fields
 MYER, JOSEPH, Berlin March 15 Stephenson & Co, Lombard st
 MESSER, FREDERICK, Frankfort on the Main March 1 Eggar, Brighton
 MOTTERRASH, GEORGE JAMES, Rainow, Chester, Licensed Victualler March 10 Mair & Co, Macledale
 MYRTLE, JAMES, South Newwood March 4 Lee & Co, Queen Victoria st
 PARKES, EDWARD ANDREWS, Ilfrcombe March 15 Saxton & Morgan, Somerset st
 PORTMAN sq
 PEARCE, ELIZABETH, Bournemouth March 15 Hughes & Sons, John st, Bedford row
 PEARCE, ELIZA, Chamber Green, nr Basingstoke March 5 Barnes Newbury
 RADDALE, CHARLES, Bournemouth March 14 Trevanion & Co, Bournemouth
 READ, BERTHAM THOMAS, Odham, Winchester, Haats, Surgeon March 7 Tolhurst & Cox, Southampton on Sea
 REED, ELIZABETH ANN, Shaftesbury rd, Hammersmith March 7 Habershon & Co, Erith, Kent
 REIMER, WILLIAM, F.R.T. St Helens, Lancs March 1 Brewis & Sons, St Helens
 ROE, MARY, Sutton Scotney, Hants March 1 Scotney & Shenstone, Winchester
 SAWYER, SIR CHARLES BRUNY GRAVES, Peasrice, Cornwall March 18 Shilson & Co, St Austell, Cornwall
 SAWYER, SIR FRANCIS ATYMER GRAVES, Penrice, Cornwall March 18 Shilson & Co, St Austell, Cornwall
 SMITH, HENRY, Parbotton, Northampton Feb 29 Price, Northampton
 STEWART, MARY FRANCES, Wellington, Salop March 1 Lea, Eccleshall, Staffs
 THOMAS, ELIZABETH SARAH, Dudley Hill, Bradford March 18 Bawley & Peacock, Bradford
 TURNER, ARTHUR CHOMACK, Bedford March 14 Halliley & Morrison, Bedford
 WAINST, WILLIAM FRANCES, Gray's inn rd, Provision Merchant March 28 Lambert, Chancery in
 WOOD, JAMES, Manchester, Merchant March 19 Holt & Co, Manchester
 WOODS, SIR ALBERT WILLIAM, GOVO. KCB, KCMG, St George's rd, Warwick sq March 21 Tyler, Clement's inn, Strand

London Gazette.—TUESDAY, Feb. 9.

ABRAMS, BARBARA MARGARETTA, Cheltenham March 7 Upperton & Co, Lincoln's inn fields
 ARTHUR, WILLIAM, Kilburn, Physician March 15 Saxton & Morgan, Somerset st, Portman sq
 ASHBY, JAMES, DAYTON, Lancs March 15 Wells & Hind, Nottingham
 BICKERSTETH, MARY ANNE, Chester April 5 Hinckley & Brown, Lichfield
 BODDER, DAVID, SWANSEA, Pilot March 2 Puntan, Swansea
 BOND, REV EDWARD COLLIERSON, Starcross, Devon April 4 James & Snow, Exeter
 BOWSER, EDWARD, Nottingham, Mineral Water Manufacturer March 25 Elborne, Nottingham
 BOTTOM, JOE, Paddock, Huddersfield, Yeast Importer March 4 Sykes, Huddersfield
 BOWEN, ALICE, Homesford, High Peak, Derby March 29 Dixon & Linnell, Manchester
 BUCKLEY, SARAH, Farnham March 19 Kempton, Farnham
 CARMAN, MATILDA ANN, Stanhope st, Hampstead rd March 31 Rye & Tyre, Golden sq
 CHAPLIN, MARION, Epping, Essex March 10 Creed, Epping
 CLARE, ELIZABETH, Jeffreys rd, Clapham rd March 31 Turner & Co, King st, Cheapside
 DARLING, ELIZA, Phillimore gds, Kensington March 31 Johnsons & Co, New sq, Lincoln's inn
 FOW, HARRIE, Clapham rd March 9 Carruthers, Liverpool
 FRANK, JULIUS CHARLES, Queen Victoria st, Translator of Languages March 25 Aston, Old Broad st
 GUTHRIE, JAMES STIRLING, St Albans April 1 Gasquet & Metcalfe, Gt Tower st
 HADDOCK, LORENZUS BRACH, Liverpool, Shipowner March 9 Lac & Co, Liverpool
 HOWARTH, JOHN THOMAS, Huddersfield, Manufacturing Chemist March 4 Sykes, Huddersfield
 JACKSON, JOSEPH, Liveredge, Yorks March 19 Scatterd & Co, Leeds
 LASTER, MARY ANN, Ludlow, Salop March 2 Weyman & Co, Ludlow, Salop
 LAWIS, WALTER, Wellington, Salop, Baker March 17 Carrane & Elliott, Wellington
 MIDDLEBROOK, JOHN PRIESTLEY, Harrogate March 12 Scatterd & Co, Leeds
 POPE, RICHARD, Bonchurch, I of W March 12 Scatterd & Co, Leeds
 POTTON, REV FRANCIS JOHN, Kelson, Somerset May 7 Poynton, Bristol
 REDUP, CHARLES, Prestwood, Bucks, Farmer March 5 Bliss, High Wycombe
 RHODES, NANCY, Pudsey, Yorks Feb 20 Wilson, Leeds
 RICHARDSON, ELIZA BROWN, Sunderland March 31 Ransom & Co, Sunderland
 ROBERTS, CAROLINE TOWNSHEND, Bromley Park, Kent March 25 Hunt & Co, Lewes
 ROBSON, GEORGE, Gateshead March 21 Nicholson & Martin, Newcastle upon Tyne
 SAVORY, WILLIAM THOMAS, Lowestoft, Cab Proprietor March 10 Seago & Son, Lowestoft
 SCHINDHELM, LOUIS JULIUS, Balham March 29 Selim, Mincing ln
 SIDNEY, HON MARY SOPHIA, Belgravia March 1 Withalls & Selton, Bedford row
 TAYLOR, CHARLES, SEATON, Devon March 1 Tucker & Co, New st, Lincoln's inn
 TREND, THEOPHILUS WILLIAM, Southampton, Doctor March 26 Robins & Co, Southampton
 VINE, FRANCIS THOMAS, Canterbury March 10 Newman & Hayward, Bedford row
 WALKER, CHARLES, Birmingham, Clockmaker March 7 Frith, Birmingham
 WHALEY, GREENWOOD, Clayton, Bradford, Woolstore March 10 Sugden, Bradford
 WILKINSON, JOHN HENRY, Sheffield, Mask Maker March 9 Smith & Co, Sheffield
 WOOLLATT, ELIZABETH, Littleover, Derby April 2 J & W H Sale & Son, Derby

London Gazette.—FRIDAY, Feb. 12.

ADAMSON, ELIZABETH, Burnby, nr Pocklington, Yorks Feb 20 Powell, Pocklington
 AXON, ELLEN, DEBON, Lancs March 10 Slater, Hyde
 BARKER, CHARLES, Nottingham March 21 Hunt & Dickins, Nottingham
 BOYS, SUSAN MARY, St Leonards on Sea March 9 Blyth & Co, Gresham House
 BROADY, JOSEPH, Highbury New Park March 15 Watkin & Co, Guildhall yard
 BROWN, SARAH ANN, Thornhill, nr Dewsbury March 12 Blakeley & Clough, Dewsbury
 BRUCE, DAVID, Newcastle upon Tyne March 14 Maughan & Hall, Newcastle upon Tyne
 CLARK, JAMES, Woodhouse Eaves, Leicester, Farm Bailiff March 25 Moss & Taylor, Loughborough
 CLARE, ADAM, Ormsley, Salop, Cattle Dealer March 25 Knight & Son, Newcastle, Staffs
 COLLINS, ELIZABETH MARY, Penny Compton, Warwick March 25 Harwards & Co, Stourbridge
 COUPLAND, GEORGE, Hemswell Cliff, Lincs, Farmer March 8 Iveson & Son, Gainsborough
 CHIPS, EMMA NEW Brighton, Chester Feb 27 Nield, Liverpool
 COOKE, CATHERINE, Stourbridge, Worcester March 30 Wright & Hollins, Oldbury
 DELVANT, ANELLA DOROTHY, Wadhurst, Sussex March 31 Campbell & Co, Warwick st, Regent st
 DENDEN, EDMOND, CURSON st, Mayfair March 25 Lindo & Co, West st, Finsbury circus
 DU CROZ, PERCY FRANCIS, Devonshire ter, Hyde Park, Barrister at Law March 23 Bannister & Co, John st, Bedford row
 ECKERSLEY, ELLEN, Irmsingth' Height, Lancs March 11 Walker & Co, Manchester
 ECOLMS, BRIDGET, Transmere, Chester March 16 Newman, Liverpool
 GALLOWAY, MARGARET ADELAIDE AGNES, West Brompton March 25 Barlow & Barlow, Fenchurch st
 GIBERT, EMMA, Leyton, Essex March 8 Hawks High Holborn
 GOLDSTRIK, BERNARD, Westbourne grove, Kensington, Fine Art Dealer Feb 28 Bellis, Lansdowne
 HALL, REV EDMUND, Colchester March 28 Archer & Archer, Ely, Cambridge
 HARRIS, MATILDA NUBANNAH, Bedford March 18 Birckett & Co, Ipswich
 HENNING, WILLIAM WALTER, Wootton, Surrey March 21 Day & Co, Godalming
 HEPPELL, THOMAS ROYCE, Annistford, Northumberland March 12 Ward, Newcastle upon Tyne
 HILL, JOHN, Finton Wharf, Derby March 11 Acton & Marriott, Nottingham
 IRBY, ELIZABETH, Aston under Lyne, Lancs, Watch Maker March 26 Whitworth & Co, Aston under Lyne

JENKINS, JOSEPH, Ferndale, Glanc, Hotel Keeper March 24 C & W Kenahole, Aberdare
 KIRKS, HON OF SAMUEL, Hampstead March 14 Chalmers & Horington, Haringey
 LEE, WILLIAM, Higher Crumpsall, Manchester March 31 Jones, Manchester
 LEWIS, JAMES, Hereford March 10 Lewis, Hereford
 LINDLEY, ELIZABETH, Temple Ewell, Kent Feb 29 E W & V Kneoker
 MCGREGOR, JAMES, Forest Hall, Northumberland, Teller March 12 Sutherland, Newcastle upon Tyne
 MARDALL, CHARLES ERNEST, Poona, India Mar 18 Speechly & Co, New sq, Lincoln's inn
 MATLEY, GEORGE, Writtle, nr Chelmsford March 8 Gibson & Bond, Ongar, Essex
 MORRE-MOLYNEUX, Major-General GEORGE HEND, Bareilly, India March 30 Clifton, Romford, Essex
 MUCKERT, JOHN, Stretford, nr Manchester, Dyers March 31 Diggies & Ogden, Manchester
 OLIVER, MARIA JANE, Romford March 10 Ramsden & Co, Leader hall st
 PAPE, ELIZABETH ESTHER, Raynes Park, Surrey March 9 Spencer & Co, Queen st
 PARKES, JAMES, Ramabottom, Lancs, Beerhouse Keeper March 14 Wild, Ramabottom
 PERRIN, REV WILLIAM, Milcom, Cumberland March 14 Lawrence, Milcom
 REILLY, HON AUGUSTA, Chester sq April 8 Lawrence & Co, New sq, Lincoln's inn
 SCHULKE, ALBERT WILLIAM, Skewan, nr North, Glam, Labourer March 13 Gutherston & Powell, Newb
 SMITH, R BERT, Thorpe, Norwich March 21 Howes, Prince of Wales rd, Norwich
 TAYLOR, HANNAH, Churchtown, Southport March 26 Whitworth & Co, Ashton under Lyne
 TITIAN, ALFRED PAUL, Fulham rd March 11 Ramsden & Co, Leadonhall st
 WADDINGTON, JOHN HENRY, Ashton under Lyne, Coal Merchant March 12 Booth & Wilkinson, Ashton under Lyne
 WATTS, ALBERT, Bassett rd, North Kensington March 8 Dommett & Son, Gresham st
 WEBB, WILLIAM EDWARD, Manchester, Artist March 14 Hawken, Manchester
 WIGRAM, SIR CHARLES HAMPTON, Grantham March 8 Trower & Co, New sq, Lincoln's inn
 YOUNG, MARY LOWTHER, Newcastle upon Tyne, Ticket Dealer March 12 Ward, Newcastle upon Tyne

London Gazette.—TUESDAY, Feb. 16.

BICKERSTETH, MARY ANNE, Chester April 5 Hinckley & Brown, Lichfield
 BIRNS, JOSEPH, Manchester March 19 Marson, Manchester
 BLIZARD, EDWARD NICHOLS, Handsworth, Clerk March 31 Pepper & Co, Birmingham
 BOULTER, SUSANNA DAING, Norwich March 31 Culley, Norwich
 BOWERS, ARTHUR BOWYER, Maclean, Clarence River, nr Grafton, New South Wales, Bookkeeper May 16 Audin & Austin, Union ct, Old Broad st
 BOWMAN, JAMES HENRY, New Brighton, Chester, Merchant March 10 North & Co, Liverpool
 BREDDIN, MATHIA JANE, Gateshead March 14 Winn, Newcastle upon Tyne
 DYKES, OSWALD CHESSEY, East Guldoford, Sussex March 11 Dawes, Rye
 FISHER, JOHN, Colchester March 13 Prior, Colchester
 FOLIOBO, THOMAS, Brighton May 10 Griffith & Co, Brighton
 FOSTER, THOMAS GREGORY, Pump ct, Temple, Barrister at Law March 31 Rowcliffe & Co, Bedford row
 GARNIDE, ELLEN, Ellard, Yorks April 2 Garsed, Northgate, Elland
 GROVER, FRANCES MARAE, Export st, Piccadilly circus, Heraldic Engraver March 16 Molington & Drew, St Winchester st
 HAMMERLEY, FREDERICK HUGH, Beechworth, Melbourne, Australia April 26 Flaggate & Co, Craig's ct
 HART, JOHANNA, Palace ct, Bayswater March 25 Byrne, Surrey st
 HINDLEY, ARTHUR, Glasebury, Lancs, Beerhouse Keeper March 25 Dootson, Leigh, Lancs
 HOWARD, WILLIAM, Acle, Norfolk March 19 Blyth, Norfolk
 HOWE, CHARLES JOHN, Cocklakes, nr Carlisle March 12 Wright & Co, Carlisle
 HUDSON, HUGHOMAN, Graaf Reinet, Cape of Good Hope, JP March 19 Boxall & Boxall, Chancery in
 INGRAM, HENRY LAW, Little College st, Westminster, Surveyor March 30 Davidson & Co, King st, Cheapside
 JONES, JAMES, Chesnut, Herts March 30 Crook & Co, North Finchley
 LANCASTER, JOSEPH HOLLAND, Timber Merchant, Liverpool March 16 Leslie & Co, Liverpool
 MCINNES, HUGH ROBERT, Seymour st, Hyde Park March 31 Walker & Co, Theobald's rd, Gray's inn
 NEWMAN, THOMAS, Hastings March 25 Long & Gardiner, Lincoln's inn fields
 NICHOLSON, MARY ANNE, Torquay March 18 Haines, Serjeants' inn, Fleet st
 PARRY, THOMAS, Hereford, Coal Merchant March 16 Allen & Carver, Hereford
 PRICE, WILLIAM HENRY, Kinner, nr Scurbridge March 8 Hughes & Brown, Worcester
 ROSS, DONALD, Birkdale, Lancs, Traveller March 13 Brandreth, Liverpool
 RYDAL, FRANCIS HERBERT HORSTALL, Macclesfield March 19 Chapman & Brooks, Manchester
 SAVER, HUGH, Hove, Sussex March 13 Cockburn, Brighton
 SMITH, ELIZABETH BROWN, Guilford st, Russell sq March 16 Haines, Serjeants' inn, Fleet st
 STEPHENS, WILLIAM PEELE, Everton March 21 Shackles & Dunkley, Hull
 SWAIN, WILLIAM, Purley March 25 Edridge & Newnam, Croydon
 TANOTTE, ARTHUR LLEWELLYN, Clement's inn, Solicitor March 31 Pepper & Co, Birmingham
 TEALISNO, DEMETRIUS, Brentwood March 7 Tijon, Fowkes bldg, Gt Tower st
 TOTT, JOHN, Waterfield, Innkeeper March 7 Townsend & Woodhead, Wakefield
 VICKERY, MARY, Gt Yarmouth March 16 Smith & Smyth, Aldersgate st
 VINCENT, WILLIAM, East Sheen, Surrey March 12 Woodbridge & Sons, Serjeants' inn, Fleet st
 VINT, WILLIAM, Deptford, Newsagent March 13 Lee & Watts, Lincoln's inn fields
 WAINWRIGHT, MARGARET, hirk, Denbigh March 21 Evans, Walsall
 WEBBER, WILLIAM, Hampton, Devon, Timber Dealer March 19 Hole & Pugsley, Tiverton
 WELLS, ALFRED HENRY, Nottingham April 10 Johnson, Nottingham
 WESTALL, CHARLOTTE HENRIETTA, Hampstead hill gds March 15 Brown, Finsbury sq
 WHITE, GAUS JOHN, Eastcheap, Dried Fruit Merchant March 16 Aird & Co, Brabant st
 WHITEHEAD, JOHN, Bury March 25 Howarth, Bury
 WHITEHEAD, ARTHUR WILLIAM HASKETH, St Clement, Jersey March 25 Markland & Whitehead, Manchester
 WOODHEAD, JAMES, Salford, Lancs, Cattle Dealer March 10 Ripley & Bunting, Rochdale
 YATES, MARIA, Shrewsbury March 25 Foster & Wells, Aldershot

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ALLEN, ALFRED JAMES, Gt Yarmouth March 12 Hobbs & Britton, Portsmouth
 ANAS, CHARLES CLAUDE on Sea March 17 Clarke & Co, Islington
 ATKINSON, THOMAS, Wandsworth April 5 Atkinson, Kilburn
 BARRATT, MARY FRANCES, Bayswater March 17 Wyatt, Brixton
 BISCHALL, ELIZA SIMON, Chesham May 1 Winterbotham & Co, Cheltenham
 BRUTON, SAMUEL, Leeds March 21 Markland & Co, Leeds
 BUSH, GEORGE, Lee, Kent March 17 Pritchard & Co, Little Trinity la
 CAMPBELL, WALTER STURDY, Grosvenor ct March 31 Birkam & Co, Lincoln's inn fields
 CHAPLIN, ALEXANDER, St Leonards on Sea March 31 Bolton & Co, Temple
 CHILD, JOSEPH NEWBY, Rushwick, Staffs March 21 Johnson & Marshall, Dudley
 DAWSON, ANN, Rawtenhall, Lancs April 2 Whitaker & Gilbert, Haslemarden
 DORRY, ALFRED, Barnes March 17 "Shilly & Johns, Plymouth
 DRESSER, EDMOND, CURSON st, Mayfair March 25 Lindo & Co, West st, Finsbury circus
 EAVES, THOMAS, Birmingham March 25 Lane & Co, Birmingham
 GAYN, GEORGE, Halifax March 25 Jubb & Co, Halifax
 GOUDDARD, ANTOINE, Wandsworth Common March 20 Corrells & Co, Lincoln's inn fields
 GRIEVES, ELIZABETH, Putney March 18 Sloper & Co, Putney
 HARFORD, WILLIAM HENRY, Olveston, Glos March 31 Cooke & Co, Bristol
 HARRIS, HON MARY OSCILLA KING, Marston pl, Queen's Gate March 15 Freer & Co, Lincoln's inn fields

HARNETT, ALFRED, Eastleigh, Southampton, Surgeon April 1 Perkins & Co, Southampton
 HARRISON, JOHN HAWKINS, Fulwood, nr Preston April 1 Dean & Waterhouse, Preston
 HAVILAND, REV ARTHUR COLES, Lilley, Herts March 31 Janson & Co, College Hill
 HOBDAIT, MART, Eastbourne March 31 Hillman & Burt, Eastbourne
 HOLFORD, WILLIAM, Birkdale, nr Southport April 4 Crofton & Co, Manchester
 HOLL HENRY GEORGE, Lewes, Compositor April 20 Vinal, Lewes
 HUGHES, RICHARD, Walsall, Boot Manufacturer April 15 Bill, Walsall
 KULMER, JOHN, Altrincham, Chester, Butcher March 31 Rigby, Manchester
 HUNT, JOHN PAUL, Eastcheap, Merchant March 25 Capron & Co, Grays, Essex
 HYDE, ELLER, Paddock Wood, Kent March 29 Kinsey & Co, Bloomsbury pl
 KERNOT, WILLIAM HENRY, Geelong, Victoria, Chemist April 2 Sladen & Wing, Delahay st, Westminister
 LAMBERT, RICHARD SYDNEY FREDERICK, Bishop's Lydeard, Somerset March 31 Benson & Co, Bristol
 LEVETT, ALBERT, Eastbourne, Farmer March 31 Hillman & Burt, Eastbourne
 MCLEOD, LIEUT-GEN WILLIAM KELTY, Upper Norwood March 19 Mason & Co, Southwark Bridge rd
 NICHOLSON, ROBERT JAMES, Tooting Common, Surrey March 30 Greening, Finchurch st
 NORRINGTON, ARTHUR, Leadenhall st, Merchant March 31 Harcourt & Co, Ludgate hill
 OVERBURY, BENJAMIN FOX, Moorgate st, Wool Broker March 25 Peacock & Goddard, South sq, Gray's inn
 PARR, THOMAS, Nottingham, Brickburner March 21 Burton & Briggs, Nottingham
 PONDRA, ROBERT, Little Thurrock, Essex, Farmer March 25 Capron & Co, Grays, Essex
 PRICHARD, CHARLES JOHN COLLINS, Colwinstone, Glam March 20 Fussell & Co, Bristol
 RICHMOND, GEORGE, Amberley, Glos March 18 Mellows, Finchurch st
 ROWLATT, EMMA, Walkern, Stevenage, Herts March 16 Andrews & Co, Dorchester
 SALTER, JAMES, Exeter March 31 J & S P Pope, Exeter
 SCOTT, ROBERT, Newcastle on Tyne March 20 Ward & Co, Cheapside
 SHEDDLEY, MARY, Whittingham, Lancs March 15 Ward & Newham, Preston
 SHUTTLEWORTH, JOSEPH, Hindley, Lancs March 28 Ramwell, Hindley

SIMPSON, BETSY, Belper, Devon March 7 Rider, Arundel st, Strand
 SMITH, EDWARD BEADLE, Hammermith March 18 Turner, Fore st
 SMITH, HENRIET, Hove March 25 Howlett & Clarke, Brighton
 SMITH, NATHANIEL, Leekhampton, Glos, Chemist May 1 Winterbotham & Co, Cheltenham
 SMITH, WILLIAM, Nottingham, Paper Manufacturer Feb 27 Hallam, Nottingham
 SPENCER, LANCELOT MARSHALL, South Shields March 18 Marshall & Bootman, South Shields
 SPENCER, HERBERT, Brighton, Author March 18 Gresham & Co, Old Jewry chmbrs
 STALLIBRASS, MARGARET, Maids Vale, Licensed Victualler March 18 Gresham & Co, Old Jewry chmbrs
 TAYLOR, ROBERT, Ludworth, Derby, Money Scrivener Feb 29 Brooks & Co, Hyde
 THOMPSON, LUKE, York, Solicitor April 5 Colb & Son, York
 THOMPSON, THOMAS GEORGE, West Dulwich March 25 Finch & Turner, Cannon st
 TYNDALL, WILLIAM HENRY, Redhill, Surrey March 25 Head & Co, Reigate
 WADMORE, GEORGE, Sergeant 1st Batt Hampshire Regiment April 2 Woodbridge & Son, Winchester
 WATTS, GEORGE NELSON, Notting Hill April 1 Saxton & Morgan, Somerset st, Portman sq
 WENTWORTH, LOUISA MARY HENRIETTA VERNON, Southwood Buxton, Derby March 25 Lithgow, Wimpole st
 WHITTE, ELIZABETH, Chorley, Lancs March 18 Neville, Chorley
 WILKINSON, EDWARD, Denbigh st, Westminster, Barrister at Law March 10 Carter, Basinghall st
 WILKINSON, WILLIAM, Shap, Westmorland April 16 Arnison & Co, Penrith
 WILLIAMS, PHILIP, Cardiff March 17 Morris, Cardiff
 WILLS, ARTHUR WINKLER, Wyde Green, nr Birmingham, Edge Tool Manufacturer March 30 Lee & Co, Birmingham
 WINTON, BALCOMBE LEWIS MONTAGUE, Tunbridge Wells March 31 Cripps & Co, Tunbridge Wells
 YARBOW, GEORGE EUGENE, Lillington, Surgeon March 31 Boulton & Co, Northampton sq

Bankruptcy Notices.

London Gazette.—TUESDAY, Feb. 16.

RECEIVING ORDERS.

BYFIELD, JOHN, Sparkbrook, Birmingham, Commission Agent Birmingham Pet Feb 12 Ord Feb 12
 CARSON, THOMAS ANFIELD, Liverpool, Grocer Liverpool Pet Feb 13 Ord Feb 13
 CHRISTOPHER, JOSEPH SUMMERS, Melcombe Regis, Dorset, Fruiterer Dorchester Pet Feb 12 Ord Feb 12
 CLARKSON, KENNETH CLIFF, Bangor, Hotel Keeper Bangor Pet Feb 11 Ord Feb 11
 COLLINSON, GEORGE ARTHUR, Bradford, Grocer Bradford Pet Jan 29 Pet Feb 11
 COWARD, JOHN, Keswick, Cumberland, Shop Manager Cockermouth Pet Feb 11 Ord Feb 11
 DAVIS, H. A., Mandeville pl High Court Pet Dec 14 Ord Jan 19
 DAWES, GEORGE DOMING, Gillingham, Stonemason Rochester Pet Feb 13 Ord Feb 13
 ELECTRICAL CONTRACTING AND MAINTENANCE CO, Ilford, Electrical Engineers High Court Pet Jan 21 Ord Feb 12
 GOULD, JOHN HENRY, Dudley, Confectioner Dudley Pet Feb 11 Ord Feb 11
 HALSHAW, JAMES HENRY, Leeds, Restaurant Manager Leeds Pet Feb 12 Ord Feb 12
 HALSTEAD, HENRY, Dukinfield, Boo. Dealer Ashton under Lyne Pet Feb 11 Ord Feb 11
 HARDY, THEODORE HENRY WILLIAM, Buxton, Derby, Hairdresser Stockport Pet Feb 11 Ord Feb 11
 HEARN, SAMUEL, Helmdon, Northampton, Draper Banbury Pet Feb 11 Ord Feb 11
 HOWARD, WILLIAM HENRY, Sheffield, Auctioneer Sheffield Pet Feb 13 Ord Feb 13
 ISLER, ARNO, Sunbury on Thames, Nurseryman Kingston, Surrey Pet Jan 25 Ord Feb 11
 JONES, HERBERT THOMAS, Eaglescliffe, Durham, Builder Stockton on Tees Pet Feb 12 Ord Feb 12
 KNIGHT, SAMUEL, Richmond, Surrey High Court Pet Jan 8 Ord Feb 13
 KUPER, C. V. B., Charges st High Court Pet Jan 22 Ord Feb 13
 LAUGHTON, ALBERT, Sheffield, Blacksmith Sheffield Pet Feb 11 Ord Feb 11
 LOSEBY, ANN, and OCTAVIUS LOSEBY, Thrusington, Leicester, Threshing Machine Proprietors Leicester Pet Feb 13 Ord Feb 13
 MILNER, WILLIAM TOWNSEND, Prittlewell, Essex, Coal Dealer Chelmsford Pet Feb 12 Ord Feb 12
 NATHAN, MARK, Barbury, Oxon, Hardware Merchant Banbury Pet Jan 25 Ord Feb 11
 REYNOLDS, ARTHUR GEORGE, Woodford, Clerk High Court Pet Feb 11 Ord Feb 11
 RICHARDS, THOMAS WILLIAM, Shepherd's Bush, Dairyman High Court Pet Jan 19 Ord Feb 13
 RUDFORTH, FREDERICK WILLIAM, Scarborough, Slater Scarborough Pet Feb 12 Ord Feb 12
 SCHAEFFER, EMIL, Hatton gin High Court Pet Feb 11 Ord Feb 11
 THOMAS, FREDERIC EMERSON, Llandilo, Carmarthen, Farmer Carmarthen Pet Feb 10 Ord Feb 10
 THORPE, FREDERICK, Ore, Hastings, Builder Hastings Pet Feb 13 Ord Feb 13
 TOLER, FREDERICK WILLIAM, Upton Park, Chester Shrewsbury Pet Feb 12 Ord Feb 12
 TOWNSHEND, HENRY SAMUEL, Norwich, Tobaccoconist Norwich Pet Feb 11 Ord Feb 11
 WALKER, MARGARET, Bolton le Sands, Lancs Preston Pet Feb 11 Ord Feb 11
 WELCH, HENRY JOHN, Gt Yarmouth, Commission Agent Gt Yarmouth Pet Feb 18 Ord Feb 13
 WILD, ALF. ED., Portwood, Stockport, Coal Dealer Stockport Pet Feb 11 Ord Feb 11
 WILLIAMS, LLEWELLYN, Pontnewydd, Mon, Carpenter Newport Pet Feb 13 Ord Feb 13

FIRST MEETINGS.

ARGENT, MARTIN, Cambridge, Boot Dealer Feb 24 at 12 Off Rec, 5, Petty cur, Cambridge
 BESTLEY, GEORGE JOSIAH, Spring Hill, Birmingham, Brass Founder Feb 25 at 11 1/4, Corporation st, Birmingham

BOND, JOHN WILLIAM, Manchester, Greengrocer Feb 24 at 2.30 Off Rec, Byrom st, Manchester
 COLLINSON, GEORGE ARTHUR, Bradford, Grocer Feb 29 at 3 Off Rec, 29, Tyrel st Bradford
 DAVIS, H. A., Mandeville pl Feb 25 at 11 Bankruptcy bldg, Carey st
 ELECTRICAL CONTRACTING AND MAINTENANCE CO, Ilford, Electrical Engineers Feb 26 at 12 Bankruptcy bldg, Carey st
 FAULKNER, JOHN, South Shore, Blackpool, Corn Merchant Feb 24 at 3.30 Off Rec, Byrom st, Manchester
 FIRTH, JAMES, Roberttown, Liversedge, York, Licensed Victualler Feb 24 at 11.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury
 FLETCHER, ABRAHAM, Newthorpe, Gressley, Notts, General Dealer Feb 24 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 HUMPHREYS, ROBERT, Blaenau Ffestiniog, Boot Maker Feb 24 at 12 Crypt chmbrs, Chester
 JONES, CHARLES WILLIAMS, and ALFRED JONES, Swansea, Cab Proprietors Feb 25 at 12.30 Off Rec, 31, Alexandra rd, Swansea
 KOBINSKY, LEWIS, Pontygwaith, Glam, Glazier Feb 24 at 12 138, High st, Merthyr Tydfil
 MADDOX, WILLIAM HENRY, Shrewsbury March 8 at 10.30 Off Rec, 42, St John's hill, Shrewsbury
 MASON, JOSEPH HAROLD, Bridlington, Yorks, Insurance Agent Feb 24 at 11 Off Rec, Trinity House ln, Hull
 MEGRATE, ROBERT NASH, Birmingham, Insurance Agent Feb 24 at 11 174, Corporation st, Birmingham
 MELLOR, JAMES WILLIAM Oldham, Tailor Feb 25 at 11 Off Rec, Greville st, Oldham
 MOORE, FRED, Leeds, Hatter Feb 24 at 12 Off Rec, 22, Park row, Leeds
 PERROTT, ISABEL, Cophall bldg, Cophall av, Company Promoter Feb 25 at 11 Bankruptcy bldg, Carey st
 PERRY, SAMUEL, Hartlepool, Boilersmith Feb 25 at 3 Off Rec, 25, John st, Sunderland
 POWNEY, JAMES SHEVRLAND, Merthyr Tydfil, Baker Feb 25 at 12 138, High st, Merthyr Tydfil
 ROBSON, ALFRED PARKER, South Shields, Builder Feb 24 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
 SCHUMACHER, FREDERICK, Llandanole, Glam, Haulier Feb 25 at 12 Off Rec, 31, Alexandra rd, Swansea
 SPUR, HENRY REYNOLDS, Manchester, Estate Agent Feb 24 at 3 Off Rec, Byrom st, Manchester
 SWALLOW, HISCHELPIE, Cliffe end, Huddersfield, Teamer Feb 25 at 3 Off Rec, Prudential bldg, New st, Huddersfield
 THOMAS, WILLIAM RAWLINS, Mumbles, Oystermouth, Glam, Builder Feb 25 at 11.30 Off Rec, 31, Alexandra rd, Swansea
 TOLER, FREDERICK WILLIAM, Upton Park, Chester March 8 at 10 Off Rec, 42, St John's hill, Shrewsbury
 TOMLIN, JAMES, and FRANK TOMLIN, Wellingsborough, Shoe Manufacturers Feb 24 at 12.30 Off Rec, Bridge st, Northampton
 WEBB, FREDERICK CHARLES, Kilburn, Boot Maker Feb 25 at 12 Bankruptcy bldg, Carey st
 WILSON, MART, Baitley, Yorks, Grocer Feb 24 at 10.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury
 WORDLEY, GEORGE FREDERICK, Wolverhampton, Baker Feb 25 at 11 Off Rec, Wolverhampton
 WRAY, THOMAS, Louth, Stonemason Feb 24 at 11 Off Rec, 15, Osborne st, Gt Grimsby
 Amended notice substituted for that published in the London Gazette of Feb 12:
 LOCKIE, JOHN, Leabury, Northumberland, Shipowner Feb 23 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

ADJUDICATIONS.

BENTLEY, GEORGE JOSIAH, Birmingham, Brassfounder Birmingham Pet Jan 20 Ord Feb 12
 BOWLER, ARTHUR ENBERT, Hornsey rd, Corn Chandler High Court Pet Feb 8 Ord Feb 13
 CHRISTOPHER, JOSEPH SUMMERS, Melcombe Regis, Dorset, Fruiterer Dorchester Pet Feb 12 Ord Feb 13
 CLARKSON, KENNETH CLIFF, Bangor, Hotel Keeper Bangor Pet Feb 11 Ord Feb 11
 COMBER, WILLIAM FRANCIS, Little Britain, Bookseller High Court Pet Jan 11 Ord Feb 12
 COWARD, JOHN, Keswick, Cumberland, Shop Manager Workington Pet Feb 11 Ord Feb 11
 DAVES, GEORGE DOMING, Gillingham, Kent, Stonemason Rochester Pet Feb 13 Ord Feb 13

ELSTON, ARTHUR WILLIAM, Leyton, Essex, Roan Manufacturer High Court Pet Jan 21 Ord Feb 13
 GARDNER, SIDNEY, Burton on Trent, Electrical Engineer Burton on Trent Pet Jan 4 Ord Feb 11
 GARNON, THOMAS, Liverpool, Grocer Liverpool Pet Feb 18 Ord Feb 13
 GOLDSTONE, ABRAHAM, Edgbaston, Birmingham, Tailor Birmingham Pet Jan 7 Ord Feb 12
 GOODWIN, LESLIE ELLIS, Wrotham, Kent High Court Pet Aug 19 Ord Feb 6
 GOULD, JOHN HENRY, Dudley, Worcester, Confectioner Dudley Pet Feb 11 Ord Feb 11
 GUDGIN, CHARLES, Bedford, Farmer Bedford Pet Jan 18 Ord Feb 13
 HALSHAW, JAMES HENRY, Leeds, Restaurant Manager Leeds Pet Feb 12 Ord Feb 12
 HALSTEAD, HENRY, Dukinfield, Chester, Boot Dealer Ashton under Lyne Pet Feb 11 Ord Feb 13
 HARDY, THEODORE FREDERICK HENRY WILLIAM, Buxton, Derby, Hairdresser Stockport Pet Feb 11 Ord Feb 11
 HAWKINS, ROBERT VINCENT, Walthamstow, Dealer in Old Metal High Court Pet Feb 2 Ord Feb 2
 HEARN, SAMUEL, Helmdon, Northampton, Draper Banbury Pet Feb 11 Ord Feb 11
 HOWARD, WILLIAM HENRY, Sheffield, Auctioneer Sheffield Pet Feb 13 Ord Feb 13
 JACKSON, ALFRED HALLIDAY, Shipley, Yorks, Engineer Bradford Pet Nov 9 Ord Feb 11
 JONES, HERBERT THOMAS, Eaglescliffe, Durham, Builder Stockton on Tees Pet Feb 12 Ord Feb 12
 KEW, JAMES, Camden Town, Music Smith High Court Pet Jan 7 Ord Feb 11
 KILICK, HENRY, Kintbury, nr Hungerford, Berks, Grocer Newbury Pet Jan 9 Ord Feb 9
 LAUGHTON, ALBERT, Sheffield, Blacksmith Sheffield Pet Feb 11 Ord Feb 11
 LOSEBY, ANN, and OCTAVIUS LOSEBY, Thrusington, Leicester, Threshing Machine Proprietors Leicester Pet Feb 13 Ord Feb 13
 LOVELOCK, M. Fitzroy rd, Regent's Park, Builder High Court Pet Dec 7 Ord Feb 10
 McROBERT, WILLIAM, Hartow rd, Kensal Green, Milliner High Court Pet Jan 25 Ord Feb 12
 MATTHEWS, JOHN ALEXANDER, Easton, Portland, Dairyman Dorchester Pet Feb 10 Ord Feb 12
 McGRATE, ROBERT NASH, Birmingham, Insurance Agent Birmingham Pet Jan 20 Ord Feb 12
 MENZIES, FREDERICK, Birmingham, Tailor Birmingham Pet Jan 2 Ord Feb 13
 MILNER, WILLIAM TOWNSEND, Prittlewell, Essex, Coal Dealer Chelmsford Pet Feb 12 Ord Feb 12
 MORSHED, WALTER, Piccadilly, Barrister at Law High Court Pet Nov 13 Ord Feb 12
 NORRIS, FRANK, and ARTHUR WILLIAM GIGGALL, Liverpool, Publishers Liverpool Pet Dec 11 Ord Feb 13
 PARKINER, SILAS, Braintree, Essex, Builder Chelmsford Pet Jan 20 Ord Feb 12
 REYNOLDS, ARTHUR GEORGE, Woodford, Essex, Clerk High Court Pet Feb 11 Ord Feb 11
 RUDFORTH, FREDERICK WILLIAM, Scarborough, Slater Scarborough Pet Feb 12 Ord Feb 12
 SETHFIELD, ALFRED FOUNTAIN, Hainpstead, Carpenter High Court Pet Dec 24 Ord Feb 12
 STRAHLE, ANDER JULIUS, ALFRED FREDERICK FULLER HOBBS, and JULIUS HERMAN STRAHLE, Toulou st, Provision Merchants High Court Pet Jan 15 Ord Feb 13
 THOMAS, FREDERIC EMERSON, Llandilo, Carmarthen, Farmer Carmarthen Pet Feb 10 Ord Feb 10
 THORPE, FREDERICK, Ore, Hastings, Builder Hastings Pet Feb 13 Ord Feb 13
 TOWNSHEND, HENRY SAMUEL, Norwich, Tobaccoconist Norwich Pet Feb 11 Ord Feb 11
 WARBHAM, ENNER MINNEY, Blandford, Dorset, Grocer Dorchester Pet Jan 27 Ord Feb 13
 WILD, ALFRED, Stockport, Coal Dealer Stockport Pet Feb 11 Ord Feb 11
 WILLIAMS, LLEWELLYN, Pontnewydd, Mon, Carpenter Newport, Mon Pet Feb 13 Ord Feb 13
 ADJUDICATION ANNULLLED AND RECEIVING ORDER RESCINDED.
 GILBERT, ERASMUS JAMES DENNY, Royal rd, Kennington Park, Solicitor High Court Rec Ord Dec 4, 1903 Adjud Dec 4, 1903 Rec and Annull Feb 12, 1904

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RECEIVING ORDERS.

BAKER, ANNIE ADA, Landport, Hants, Clothier Portsmouth Feb 15 Ord Feb 15
BARLING, PHILIP DELLMARK, Maidstone Maidstone Feb 16 Ord Feb 16
BRADLEY, ARTHUR, Burley, Leeds, Poultry Dealer's Salesman Leeds Feb 16 Ord Feb 16
BRADLEY, JAMES BARNES, Willoughby Rectory, nr Luttreth Leicester Feb 22 Ord Feb 15
BROOK, WILLIAM, Newmarket, Confectioner Cambridge Feb 15 Ord Feb 15
CANOVA, ROBERT JOHN, Southwold, Jeweller Gt Yarmouth Feb 15 Ord Feb 16
CASTRELL, ALFRED, Burton on Trent, Analytical Chemist Burton on Trent Feb 15 Ord Feb 15
CHISHOLM, PETER GRAHAM, Thornaby on Tees, Yorks, Plumber Stockton on Tees Feb 16 Ord Feb 16
CLARKE, ERNEST EDWARD, Leeds, Fancy Shop Assistant Leeds Feb 15 Ord Feb 15
CLARKE, WILLIE, King's Norton, Worcester, Builder Birmingham Feb 16 Ord Feb 16
CLARKE, WILLIAM THOMAS, Wolverhampton, Incorporated Accountant Wolverhampton Feb 3 Ord Feb 15
COOPER, WILLIAM ION, Knowle, Bristol Bristol Feb 16 Ord Feb 16
COOK, JAMES DAVIS, Hastings Hastings Feb 17 Ord Feb 17
DUNNETT, THOMAS ERNEST, Rogno, Corn Merchant Brighton Feb 1 Ord Feb 17
ELLIOTT, LANCELOT, West Hartlepool, General Dealer Sunderland Feb 13 Ord Feb 13
ETHERINGTON, WILLIAM, Chadmoor, nr Cannock, Butcher Walsall Feb 16 Ord Feb 16
EVANS, EVAN ROBERT, Groeslawn, Llandwrog, Carnarvon, Shopkeeper Bangor Feb 13 Ord Feb 13
EVANS, WILLIAM, Cardiff, Stockbroker Cardiff Feb 17 Ord Feb 17
FOX, ERNEST, Sheffield, Printer Sheffield Feb 17 Ord Feb 17
FULLER, HENRY CLAUDE, Cophall chambers, Stockbroker High Court Feb 17 Ord Feb 17
GOLDSBOROUGH, WILLIAM, sen, and GOLDSBOROUGH, WILLIAM, jun, Darlington, Tailors Stockton on Tees Feb 16 Ord Feb 16
HILL, ALBERT ERNEST ROWLAND, Bradford, Butcher Bradford Feb 17 Ord Feb 17
HISCOCK, WALTER FRANCIS, Whitstable, Varnish Manufacturer High Court Feb 16 Ord Feb 16
HOOPER, THOMAS, Sturry, Kent, Dealer Canterbury Feb 17 Ord Feb 17
HUGHES, DAVID, Blaenau Ffestiniog, Merioneth, Quarryman Portmadoc Feb 16 Ord Feb 16
JOSE, ISAAC, Spalding, Lincs, Farm Labourer Peterborough Feb 17 Ord Feb 17
LANKING, WILLIAM, Gt Grimsby Gt Grimsby Feb 15 Ord Feb 15
LANKASTER, FREDERICK CHARLES, Wednesbury, Baker Walsall Feb 4 Ord Feb 16
LEE, MATILDA, Birmingham, Fruit Merchant Birmingham Feb 16 Ord Feb 17
LENDAY, ROBERT, Bridlington, Yorks, Innkeeper Scarborough Feb 17 Ord Feb 17
MAISEY, FRANK, Barry Dock, Glam, Baker Cardiff Feb 13 Ord Feb 13
MARTINDALE, BENJAMIN, Ulverston, Grocer Barrow in Furness Feb 16 Ord Feb 16
MATHERS, SAMUEL, and ARTHUR HERBERT MILNES, Milnebridge, nr Huddersfield, Woollen Manufacturers Huddersfield Feb 15 Ord Feb 15
MOODY, ALBERT, Burdett rd, Bow, Insurance Superintendent High Court Feb 21 Ord Feb 17
NORTON, CHARLES, Kingston upon Hull, Boot Maker Kingston upon Hull Feb 17 Ord Feb 17
PALMER, W. H., Suffolk st, Pall Mall High Court Feb 20 Ord Feb 19
PARKINSON, HARRY, Queen Victoria st, Accountant High Court Feb 20 Ord Feb 17
PUMFORD, JAMES, High Wycombe, Timber Merchant Aylesbury Feb 15 Ord Feb 15
POWELL, WILLIAM, St Helens, Builder Liverpool Feb 17 Ord Feb 16
FRAY, JAMES ROBERT EDWARD, Balham, Builders' Material Merchant Wandsworth Feb 2 Ord Feb 16
PUTCHARD, EDWIN, Wolverhampton, Timber Merchant Wolverhampton Feb 17 Ord Feb 17
RAMWELL, ALBERT EDWARD, Horwich, Lancs, Book keeper Bolton Feb 16 Ord Feb 16
REES, THOMAS, Blaengwrog, Glam, Collier Cardiff Feb 16 Ord Feb 16
REES, W. F., St Swithin's ln High Court Feb 17 Ord Feb 17
RAYNOT, THOMAS ALFRED, and EDWARD JOHN BRIGHTING, Frome, Somerset, Grocers Frome Feb 15 Ord Feb 15
SCHIRMISHAW, JOHN WILLIAM, Wrangle, Lincs, Miller Boston Feb 15 Ord Feb 15
SMITH, ALFRED, Worcester, Coal Dealer Worcester Feb 17 Ord Feb 17
SMITH, ALLAN FOSTER, Harrogate, Builder York Feb 13 Ord Feb 13
STRAFFORD, JAMES, Leebwood Salop, Farmer Shrewsbury Feb 16 Ord Feb 16
TAYLOR, GEORGE, Early Rise, Reading, Baker Reading Feb 15 Ord Feb 15
THURISH, BOSS, Wakefield, Flock Manufacturer Wakefield Feb 15 Ord Feb 17
WARNE, CHARLES WILLIAM, Gower st, Pianoforte Dealer High Court Feb 1 Ord Feb 16
WEND, HARRY SPENCER, Bridlington, Yorks, Draper Scarborough Feb 17 Ord Feb 17
WHITTING, ISABELLA, and FRANK WHITTING, North Frodingham, Yorks, Farmers Kingston upon Hull Feb 15 Ord Feb 15
WOODHEAD, GEORGE, Darnall, Sheffield, Blacksmith Sheffield Feb 15 Ord Feb 15
WROGLESWORTH, JOHN WILLIAM, Leeds, Public house Barnham Leeds Feb 16 Ord Feb 16

Amended notice substituted for that published in the London Gazette of Jan 29:

PAYNE, WALTER ERNEST, Derby, Engine Painter Derby Feb 25 Ord Jan 25

FIRST MEETINGS.

ALFRED, HENRY WILLIAM, Lowestoft, Licensed Victualler Feb 29 at 1 Off Rec, 3, King st, Norwich
ANNES, JAMES LANGHAM, Devon County Prison, Exeter, Commercial Traveller March 1 at 11 6, Athenaeum terrace, Plymouth
ARNOLD, HARRY CORBYN, Longdett, Poole, Dorset, Fishmonger March 1 at 12.45 Off Rec, City chambers, Endless st, Salisbury
BANKS, ANNIE ADA, Landport, Hants, Clothier March 1 at 3 Off Rec, Cambridge junction, High st, Portsmouth
BARLING, PHILIP DELLMARK, Maidstone March 2 at 11 Off Rec, 9, King st, Maidstone
BRADLEY, ARTHUR, Burley, Leeds, Poultry Dealer's Salesman Feb 29 at 12.30 Off Rec, 22, Park row, Leeds
BROWN, ROBERT, Bagshot, Sturminster Newton, Dorset, Farmer Feb 27 at 12 Off Rec, City chambers, Endless st, Salisbury
CLARKE, ERNEST EDWARD, Leeds, Toy Shop Assistant Feb 29 at 11.30 Off Rec, 22, Park row, Leeds
CLARKSON, KENNETH CLIFF, Bangor, Hotel Keeper Feb 29 at 12.15 Castle Hotel, Cardiff
CLEWLEY, WILLIAM, Stafford, Licensed Victualler Feb 29 at 11.45 Messrs Wright & Westhead's Offices, 1, Martin st, Stafford
COWARD, JOHN, Kewick, Cumberland, Shop Manager Feb 29 at 2.45 Court house, Cockermouth
DAVIES, GEORGE DOMING, Gillingham, Kent, Stonemason Feb 29 at 11.30 115, High st, Rochester
EDWARDS, HARRY, Merthyr Tydfil, Furniture Auctioneer March 2 at 12 Off Rec, 31, Alexandra rd, Swansea
EVANS, EVAN ROBERT, Groeslawn, Llandwrog, Carnarvon, Shopkeeper Feb 27 at 11 Crypt chambers, Eastgate row, Chester
HALLIBREW, JAMES HENRY, Leeds, Restaurant Manager Feb 29 at 11 Off Rec, 24, Park row, Leeds
HALLSTAD, HENRY, Duffield, Cheshire, Boot Dealer March 2 at 2.30 Off Rec, Byrom st, Manchester
HEATHER, JOHN, West Kensington Park, Corn Chandler Feb 29 at 12 Bankruptcy bldgs, Carey st
HUGHES, EDWARD, Colwyn Bay, Denbigh Joiner March 1 at 2.30 Crypt chambers, Eastgate row, Chester
ISLIER, ARNO, Sunbury on Thames, Nurseryman Feb 29 at 11.30 24, Railway app, London Bridge
JACKMAN, EDWIN, Yarmouth, I of W, Butcher Feb 27 at 3 Off Rec, 19, Quay st, Newport, I of W
JACKSON, SARAH, Llandwrog, Denbigh, Licensed Victualler March 1 at 12 Crypt chambers, Eastgate row, Chester
JOSE, HENRY THOMAS, Eaglescliffe, Durham, Builder March 1 at 11 Off Rec, 3, Albert rd, Middlesbrough
JONES, THOMAS, Llandudno, Carnarvon, Lodging house Keeper March 1 at 3 Crypt chambers, Eastgate row, Chester
KEW, JAMES, Camden Town, Music Smith March 1 at 12 Bankruptcy bldgs, Carey st
LANCE, JAMES WILLIAM NEW Broad st March 1 at 2.30 Bankruptcy bldgs, Carey st
LOONEY, AWE, and OCTAVIUS LOONEY, Thrusington, Leicester, Threshing Machine Proprietors Feb 29 at 12 Off Rec, 1, Berridge st, Leicester
MCCOIL, JOHN, Tilchurst, Colt Breaker March 10 at 12 Queen's Hotel, Reading
MAISEY, FRANK, Barry Dock, Glam, Baker Feb 27 at 11 Off Rec, 117, St Mary st, Cardiff
MATHERS, SAMUEL, and ARTHUR HERBERT MILNES, Milnebridge, nr Huddersfield, Woollen Manufacturers Feb 29 at 3 Off Rec, Prudential bldgs, New st, Huddersfield
MATTHEWS, JOHN ALEXANDER, Easton, Portland, Dorset, Dairyman March 1 at 12.30 Off Rec, City chambers, Endless st, Salisbury
MATTHEWS, WILLIAM DANIEL, Tonyrandy, Glam, Underground Pumpman Feb 29 at 3 135, High st, Merthyr Tydfil
PALMER, W. H., Suffolk st, Pall Mall March 3 at 12 Bankruptcy bldgs, Carey st
PARKINSON, HARRY, Queen Victoria st, Accountant March 2 at 2.30 Bankruptcy bldgs, Carey st
POLLEY, WILLIAM, Cowley, Oxford, Builder Feb 27 at 12 1, St Aldates, Oxford
RAMWELL, ALBERT EDWARD, Horwich, Book Keeper March 1 at 11 19, Exchange st, Bolton
REES, THOMAS, Blaengwrog, Glam, Collier March 1 at 10 117, St Mary st, Cardiff
REYNOLDS, ARTHUR GEORGE, Woodford, Essex, Commercial Clerk March 2 at 12 Bankruptcy bldgs, Carey st
RICHARDS, THOMAS WILLIAM, Shepherd's Bush, Dairyman Feb 29 at 11 Bankruptcy bldgs, Carey st
RUDEFORTH, FREDERICK WILLIAM, Scarborough, Slater Feb 29 at 4 74, Newborough, Scarborough
SAMS, JOSEPH, Ventnor, I of W, Hotel Proprietor Feb 29 at 3.15 Queen's Hotel, Ventnor, I of W
SCHNITZER, EMILE, Hatton Gap Feb 29 at 12 Bankruptcy bldgs, Carey st
SMITH, ALBERT JOHN HOTIN, Richmond, Surrey, Stockbroker March 1 at 11.30 24, Railway app, London Bridge
SMITH, ALFRED, Worcester, Coal Dealer Feb 27 at 11.30 45, Cop-nhagen st, Worcester
SMITH, ALLAN FOSTER, Harrogate, Builder Feb 29 at 12.30 Off Rec, The Red House, Duncombe pl, York
STRAFFORD, JAMES, Leebwood Salop, Farmer March 8 at 3 Off Rec, 43, St John's hill, Shrewsbury
THOMAS, FREDERICK EMMISON, Llandilo, Carmarthen, Farrier Feb 27 at 12 Off Rec, 4, Queen st, Carmarthen
TOWNSHEND, HENRY SAMUEL, Norwich, Tobacconist Feb 29 at 12.30 Off Rec, 3, King st, Norwich
WALLIS, CHARLES, Gt Grimsby, Electrical Engineer Feb 27 at 11 Off Rec, 15, Osborn st, Gt Grimsby
WALTON, E. C., Hounslow Feb 27 at 11.30 Off Rec, 14, Bedford row

WARNE, CHARLES WILLIAM, Gower st, Pianoforte Dealer Feb 29 at 2.30 Bankruptcy bldgs, Carey st
WELCH, HENRY JOHN, Gt Yarmouth, Commission Agent Feb 29 at 3 Off Rec, 3, King st, Norwich
WROGLESWORTH, JOHN WILLIAM, Leeds, Barnham Feb 29 at 12 Off Rec, 22, Park row, Leeds
YATES, THOMAS, Croston, Lancs, Farmer March 2 at 3 19, Exchange st, Bolton

ADJUDICATIONS.

BARLING, PHILIP DELLMARK, Maidstone Maidstone Feb 16 Ord Feb 16
BARLOW, CHARLES WILLIAM, Birtow in Furness, Plumber Birtow in Furness Feb 23 Ord Feb 17
BEEKELEY, JOHN HART HARDTHAM, Cophall av High Court Feb 16 Ord Feb 15
BROOK, WILLIAM, Newmarket, Confectioner Cambridge Feb 15 Ord Feb 15
BYFIELD, JOHN, Birmingham, Commission Agent Birmingham Feb 13 Ord Feb 15
CASTRELL, ALFRED, Burton on Trent, Analytical Chemist Burton on Trent Feb 15 Ord Feb 15
COOKE, JAMES DAVIS, Hastings Hastings Feb 17 Ord Feb 17
DERBYSHIRE, ALFRED WILLIAM, Crowe, Licensed Victualler Crowe Feb 18 Ord Feb 16
ELLIOTT, LANCELOT, West Hartlepool, General Dealer Sunderland Feb 13 Ord Feb 13
ETHERINGTON, WILLIAM, Chadmoor, nr Cannock, Staffs, Butcher Walsall Feb 16 Ord Feb 16
EVANS, EVAN ROBERT, Groeslawn, Llandwrog, Carnarvon, Shopkeeper Bangor Feb 13 Ord Feb 13
FORMYTH, H. P., Hove, Sussex Brighton Feb 6 Ord Feb 15
FOX, ERNEST, Sheffield, Printer Sheffield Feb 17 Ord Feb 17
FULLER, HENRY CLAUDE, Cophall chambers, Stock Broker High Court Feb 17 Ord Feb 17
GOLDSBOROUGH, WILLIAM, sen, and WILLIAM GOLDSBOROUGH, jun, Darlington, Tailors Stockton on Tees Feb 16 Ord Feb 16
HILL, ALBERT ERNEST ROWLAND, Bradford, Butcher Bradford Feb 17 Ord Feb 17
HUGHES, THOMAS, Sturry, Kent, Dealer Canterbury Feb 17 Ord Feb 17
HUBBARD, JAMES HENRY, Dyke Park Hotel, nr Brighton, Hotel Proprietor Brighton Feb 2 Ord Feb 15
HUGHES, DAVID, Blaenau Ffestiniog, Merioneth, Quarryman Portmadoc Feb 16 Ord Feb 16
ISLIER, ARNO, Sunbury on Thames, Nurseryman Kingston, Surrey Feb 29 at 11.30 Off Rec, 24, Railway app, London Bridge
JOSE, ISAAC, Spalding, Lincs, Farm Labourer Peterborough Feb 17 Ord Feb 17
KIFLING, ERNEST, Sudbury, Suffolk High Court Feb 20 Ord Feb 16
LANKING, WILLIAM, Gt Grimsby Gt Grimsby Feb 15 Ord Feb 15
LINDSAY, ROBERT, Bridlington, Innkeeper Scarborough Feb 17 Ord Feb 17
MATHERS, SAMUEL, and ARTHUR HERBERT MILNES, Leeds, Woollen Manufacturers Huddersfield Feb 15 Ord Feb 15
MALHURST, WILLIAM JOHN, Shoe ln, Builder High Court Feb 17 Ord Feb 15
NORTON, CHARLES, Kingston upon Hull, Boot Maker, Kingston upon Hull Feb 17 Ord Feb 17
PENNEL, ARTHUR FRANCIS, Earl's Court, South Kensington High Court Feb 20 34 Ord Feb 17
RAMWELL, ALBERT EDWARD, Horwich, Lancs, Bookkeeper Bolton Feb 16 Ord Feb 16
REES, THOMAS, Blaengwrog, Glam, Collier Cardiff Feb 16 Ord Feb 16
RAYNOT, THOMAS ALFRED, and EDWARD JOHN BRIGHTING, Frome, Somerset, Grocers Frome Feb 15 Ord Feb 15
SCHIRMISHAW, JOHN WILLIAM, Wrangle, Lincs, Miller Boston Feb 15 Ord Feb 15
SIMON, CH, Gresham st, Merchant High Court Feb 1 Ord Feb 15
SMITH, ALFRED, Worcester, Coal Dealer Worcester Feb 17 Ord Feb 17
SMITH, ALLAN FOSTER, Harrogate, Builder York Feb 13 Ord Feb 13
TAYLOR, GEORGE, Early Rise, Reading, Baker Reading Feb 15 Ord Feb 15
TOLES, FREDERICK WILLIAM, Upton Park, Chester Shrewsbury Feb 12 Ord Feb 16
VERNET, GEORGE THOMAS, New Broad st High Court Feb 10 Ord Feb 15
WEBB, HARRY SPENCER, Bridlington, Draper Scarborough Feb 17 Ord Feb 17
WELCH, HENRY JOHN, Southtown, Gt Yarmouth, Commission Agent Gt Yarmouth Feb 13 Ord Feb 16
WHITTING, ISABELLA, and FRANK WHITTING, North Frodingham, Yorks, Farmers Kingston upon Hull Feb 15 Ord Feb 15
WOODHEAD, GEORGE, Darnall, Sheffield, Blacksmith Sheffield Feb 15 Ord Feb 15
YATES, THOMAS, Croston, Lancs, Farmer Bolton Feb 29 Ord Feb 16

Amended notice substituted for that published in the London Gazette of Feb 9:

TRUSCOTT, FRANCIS BERNARD, Gainsborough, Watchmaker Lincoln Feb 5 Ord Feb 5

Amended notice substituted for that published in the London Gazette of Feb 12:

SUMNER, WILLIAM THOMAS, Gravesend, Schoolmaster Rochester Feb 21 Ord Feb 10

London Gazette.—TUESDAY, Feb. 23.

RECEIVING ORDERS.

ALLSOE, ALFRED JAMES, Sutton Coldfield, Warwick, Landscape Gardener Birmingham Feb 19 Ord Feb 19

AMBIDGE, GEORGE HENRY, Northampton, Butcher Northampton Pet Feb 20 Ord Feb 20
 BAL, HENRY ARTHUR, Ealing, Ironmonger High Court Pet Feb 18 Ord Feb 18
 BARKER, ARTHUR, Wicker, Sheffield Sheffield Pet Feb 2 Ord Feb 18
 BECK, GEORGE, Harrgate, Grocer York Pet Feb 17 Ord Feb 17
 BLEST, JOHN, Old Hill, Staffs, Grocer Dudley Pet Feb 18 Ord Feb 18
 BRADLEY, WILLIAM, Ilkeston, Bricklayer Derby Pet Feb 18 Ord Feb 18
 BYGRAVE, POWERS ARTHUR, Hill Top, Greasley, Notts, Builder Nottingham Pet Feb 17 Ord Feb 17
 CLARKSON, THOMAS WILLIAM, Staines, Fishmonger Kingston, Surrey Pet Feb 19 Ord Feb 19
 COBE, ALEXANDER HENRY, and RUSSELL GEORGE PITTARD, Yeovil, Glove Manufacturers Yeovil Pet Feb 20 Ord Feb 20
 COOKE, JOHN WILLIAM, Mansfield, Notts, Builder Nottingham Pet Feb 17 Ord Feb 17
 CRUSE, HASTINGS BRACE, Hove, Schoolmaster Brighton Pet Feb 19 Ord Feb 19
 DAVIS, JOHN, Brynmawr, Brecon, Hotel Keeper Tredegar Pet Feb 6 Ord Feb 20
 DEVLIN, ARTHUR EDWARD, Theodon Bois, Essex, Clerk Edmonton Pet Feb 18 Ord Feb 18
 EARTHY, THOMAS, Manningtree, Essex, Furniture Dealer Pet Feb 18 Ord Feb 18
 FALCONER, ROBERT, Liverpool, Merchant Liverpool Pet Dec 31 Ord Feb 17
 FLETCHER, FREDERICK JAMES, Wyde Green, Sutton Coldfield, Warwick, Physician Birmingham Pet Feb 18 Ord Feb 18
 GARFORTH, JAMES ALFRED, Dukinfield, Chester, Solicitor Ashton under Lyne Pet Feb 19 Ord Feb 19
 GIBBS, ARCHIE FRANK, Strood, Painter Rochester Pet Feb 20 Ord Feb 20
 GRAINGER, WILLIAM, Cross Farm, nr Stourport, Labourer Kidderminster Pet Feb 18 Ord Feb 18
 GRAY ALFRED, South Norwood, Dairyman Croydon Pet Feb 15 Ord Feb 15
 HANDLEY, JOSEPH HARRY, Widnes, Butcher Liverpool Pet Feb 18 Ord Feb 18
 HARDWICK, HENRY THOMAS, Stalham, Norfolk, Schoolmaster Norwich Pet Feb 18 Ord Feb 18
 HEALTY, JOHN, The Wyches, nr Malpas, Chester, Pig Dealer Crewe Pet Feb 18 Ord Feb 18
 HENDERSON, JAMES HENRY, Bishop Auckland, Durham, Confectioner Durham Pet Feb 17 Ord Feb 17
 HINGOLEY, CHARLES WILLIAM, Leeds, Foundry Labourer Leeds Pet Feb 17 Ord Feb 17
 HOBBS, WILLIAM, Ketham, Devonport, Joiner Plymouth Pet Feb 10 Ord Feb 19
 ILLERTON, T. G., Cullercoats, Northumberland Newcastle on Tyne Pet Jan 18 Ord Feb 18
 JONES, HUGH, Llanberis, Carnarvon, Contractor Bangor Pet Feb 19 Ord Feb 19
 NASH, EDWARD JAMES, Canton, Cardiff, Pianoforte Tuner Cardiff Pet Feb 17 Ord Feb 17
 NEWBERRY, ALFRED JAMES WILLIAMSON, Hastings, Boarding house Keeper Hastings Pet Feb 18 Ord Feb 18
 PUTTICK, WILLIAM GEORGE, Worthing, Watchmaker Brighton Pet Feb 19 Ord Feb 19
 SIM, WILLIAM, Wood Green High Court Pet Jan 20 Ord Feb 18
 SPICER, HERBERT, Victoria st, Westminster High Court Pet Jan 18 Ord Feb 18
 STANGER, THOMAS, Leeds, Wheelwright Leeds Pet Feb 18 Ord Feb 18
 SWIFT, WILLIAM, Kingston upon Hull, Plumber Kingston upon Hull Pet Feb 10 Ord Feb 19
 SYMONS, THOMAS, Penzance, Grocer Truro Pet Feb 20 Ord Feb 20
 THOMAS, THOMAS HENRY, Birmingham, Chemist Birmingham Pet Feb 18 Ord Feb 18
 THOMPSON, SAMUEL HENRY, and JAMES EDGAR THOMPSON, Plymouth, Electricians Plymouth Pet Feb 19 Ord Feb 19
 TURNER, GEORGE, Llanadwy, Carmarthen, Farmer Carmarthen Pet Feb 20 Ord Feb 20
 VAIL, JAMES, St Yarmouth High Court Pet Jan 6 Ord Feb 18
 WALLACE, JAMES, Headingley, Leeds Leeds Pet Jan 8 Ord Feb 16
 WATSON, ANNIE, Liverpool, Milliner Liverpool Pet Jan 7 Ord Feb 20
 WILLIAMS, WALTER, and REUBEN WILLIAMS, Caersgwili, Hope, Flint, Builders Wrexham Pet Feb 18 Ord Feb 18
 WILLIS, BASIL LYTTE, Camberwell, Distiller High Court Pet Feb 19 Ord Feb 19
 WINN, JAMES ELLIS, Shipbourne, Kent, Nurseryman Tunbridge Wells Pet Feb 18 Ord Feb 18
 WOOLLIAMS, ARTHUR JOHN, Moreton in Marsh, Glou, Draper Banbury Pet Feb 19 Ord Feb 19
 WREAFORD, GEORGE, Ironmonger in, Accountant High Court Pet Jan 7 Ord Feb 18
 WRIGHT, ARTHUR, Mole, Ipswich Ipswich Pet Feb 19 Ord Feb 19
 WRIGHT, CHARLES WILLIAM, Sydenham, Meat Salesman High Court Pet Feb 20 Ord Feb 20

FIRST MEETINGS.

BALL, HENRY ARTHUR, Ealing, Ironmonger March 3 at 12 Bankruptcy bldgs, Carey st
 BARLOW, CHARLES WILLIAM, Batrow in Furness, Plumber March 2 at 11.30 Off Rec, 16, Cornwallis st, Batrow in Furness
 BECK, GEORGE, Starbeck, Harrgate, Grocer March 3 at 12.30 Off Rec, the Red House Duncombe pl York
 BROOKER SARAH, Potbury, Worcester, Licensed Victualler March 3 at 11 Off Rec, 109, Wolverhampton st, Dudley
 CARPENTER, RICHARD, Heaton Mersey, Lancs, Clerk March 3 at 11 Off Rec, County chambers, Market pl, Stockport
 COLLINS, WILLIAM LOW, Knowle, Bristol March 3 at 11.45 Off Rec, 26, Baldwin st, Bristol

COOKE, JAMES DAVIS, Hastings March 8 at 11 County Court Offices, 24, Cambridge rd, Hastings
 CRUSE, HASTINGS BRACE, Hove, Sussex, Schoolmaster March 10 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
 DUNNETT, THOMAS HENRY, Bognor, Corn Merchant March 3 at 3 Dolphin Hotel, Chichester
 ELLIOTT, LANCLOT, West Hartlepool, General Dealer March 2 at 3 Off Rec, 25, John st, Sunderland
 EARTHY, THOMAS, Manningtree, Essex, Furniture Dealer March 2 at 11 Off Rec, 36, Princes st, Ipswich
 ENTWISTLE, JOHN THOMAS, Wolverhampton; Builder March 3 at 11.30 Off Rec, Wolverhampton
 FULLER, HENRY CLAUDE, Cophall chambers, Stock Broker March 12 at 12 Bankruptcy bldgs, Carey st
 GIBBONS, ROBINSON TOM, Batrow in Furness, Labourer March 2 at 11 Off Rec, 16, Cornwallis st, Batrow in Furness
 GOULD, JOHN HENRY, Dudley, Worcester, Confectioner March 3 at 11.30 Off Rec, 190, Wolverhampton st, Dudley
 HARDY, THEODORE FREDERICK HENRY WILLIAM, Ruxton, Derby, Hairdresser March 3 at 11.15 Off Rec, County Chambers, Market pl, Stockport
 HARRON, GEORGE, Jun, St Yarmouth, Licensed Victualler March 2 at 4 Off Rec, 8, King st, Norwich
 HILL, ALBERT ERNEST ROWLAND, B-adford, Butcher March 2 at 3 Off Rec, 29, Tyttel st, Bradford
 HINGOLEY, CHARLES WILLIAM, Leeds, Foundry Labourer March 3 at 12 Off Rec, 22 Park row, Leeds
 HIBBOCK, WALTER FRANCIS, Whitstable, Vauxhall Manufacturer March 3 at 11 Bankruptcy bldgs, Carey st
 HOOD, ALFRED, and Gravely Hill, Birmingham, Brewer March 4 at 11 174, Corporation st, Birmingham
 HOWARD WILLIAM HENRY, Sheffield Auctioneer March 3 at 11.30 Off Rec, Fictree in, Sheffield
 JACKSON, ERNEST ALFRED, Hollinwood, Oldham, Grocer March 3 at 3 Off Rec, Greaves st, Oldham
 JOHNSON, ARCHIBALD MASON, Sparkhill, Worcester, Clerk March 3 at 11 174, Corporation st, Birmingham
 JOHNSON, LEONARD, Sheffield, Builder March 2 at 12.30 Off Rec, Fictree in, Sheffield
 LAUGHTON, ALBERT, Sheffield, Blacksmith March 3 at 12 Off Rec, Fictree in, Sheffield
 LEWIS, ISAAC, Ebbw Vale, Mon, Hay Dealer March 3 at 12 130, High st, Merthyr Tydfil
 LINDSAY, ROBERT, Bridlington, Yorks, Innkeeper March 2 at 4 74, Newborough, Scarborough
 MENZIES, FREDERICK, Birmingham, Tailor March 2 at 11 174, Corporation st, Birmingham
 NEWBERRY, ALFRED JAMES WILLIAMSON, Hastings, Boarding house Keeper March 3 at 11.45 County Court Offices, 24, Cambridge rd, Hastings
 NORTON, CHARLES, Kingston upon Hull, Bootmaker March 2 at 11 Off Rec, Trinity House in, Hull
 OXSPRING, FRANK, Sheffield, Cycle Dealer March 2 at 11.30 Off Rec, Fictree in, Sheffield
 PRIOR, FREDERICK JOHN, Darlington, Staffs, Baker March 3 at 11 Off Rec, Wolverhampton
 REGAN, W F, St Ivel within's in March 4 at 12 Bankruptcy bldgs, Carey st
 SAVORY, THOMAS ALFRED, and EDWARD JOHN BRIGHTING, Frome, Somerset, Grocers March 2 at 11.30 Off Rec, 26, Baldwin st, Bristol
 SCHREINBAW, JOHN WILLIAM, Wrangle, Lincs, Miller March 3 at 12.15 Off Rec, 4 and 6, West st, Boston
 SHAW, THOMAS, Manchester, Tailor March 2 at 3 Off Rec, Bytton st, Manchester
 SIM, WILLIAM, Wood Green March 4 at 2.30 Bankruptcy bldgs, Carey st
 SMITH, JOHN EDWARD, Sheffield, Grocer March 2 at 1 Off Rec, Fictree in, Sheffield
 SPICER, HERBERT, Victoria st, Westminster March 7 at 12 Bankruptcy bldgs, Carey st
 SPRIAGS, ALFRED, Wisbech St Peter, Cambridge, Market Gardener March 17 at 10.30 Court house, King's Lynn
 STANGER, THOMAS, Leeds, Wheelwright March 2 at 11.30 Off Rec, 23, Park row, Leeds
 STRATTON, WILLIAM, Goosey, nr Faringdon, Berks, Farmer March 2 at 12 1, 8 Aldates, Oxford
 STROBE, ANNIE, Lewisham March 2 at 10.30 Off Rec, 16, Cornwallis st, Batrow in Furness
 THORPE, FREDERICK, Ore, Hastings, Builder March 8 at 11.15 County Court Offices, 24, Cambridge rd, Hastings
 THRESH, RONA, Wakefield, Flock Manufacturer March 2 at 11 Off Rec, 6, Bond st, Wakefield
 TREHARNE, EVAS, Pontypridd, Roller-maker March 2 at 12 135, High st, Merthyr Tydfil
 VAIL, JAMES, St Yarmouth March 7 at 11 Bankruptcy bldgs, Carey st
 WALLACE, JAMES, Headingley, Leeds March 2 at 11 Off Rec, 23, Park row, Leeds
 WEBB, HARRY SPENCER, Bridlington, Draper March 2 at 4.30 74, Newborough, Scarborough
 WILD, ALFRED, Portwood, Stockport, Coal Dealer March 3 at 11.30 Off Rec, County chambers, Market pl, Stockport
 WILLIS, BASIL LYTTE, Camberwell, Distiller March 2 at 1 Bankruptcy bldgs, Carey st
 WOODHEAD, GEORGE, Sheffield, Blacksmith March 3 at 12 Off Rec, Fictree in, Sheffield

ADJUDICATIONS.

AMBIDGE, GEORGE HENRY, Northampton, Butcher Northampton Pet Feb 20 Ord Feb 20
 BALL, HENRY ARTHUR, Ealing, Ironmonger High Court Pet Feb 18 Ord Feb 18
 BECK, GEORGE, Starbeck, Harrgate, Grocer York Pet Feb 17 Ord Feb 17
 BLACK, PETER BLAIR, Palmston bldgs, Marine Surveyor High Court Pet Dec 31 Ord Feb 19
 BLEST, JOHN, Old Hill, Staffs, Grocer Dudley Pet Feb 18 Ord Feb 18
 BRADLEY, ARTHUR, Burley, Leeds, Poultry Dealer's Salesman Leeds Pet Feb 16 Ord Feb 16
 BRADLEY, WILLIAM, Ilkeston, Bricklayer Derby Pet Feb 18 Ord Feb 18
 BROWN, WILLIAM HENRY, Edenbri Tunbridge Wells Pet Feb 3 Ord Feb 18

BYGRAVE, POWERS ARTHUR, Greasley, Notts, Builder Nottingham Pet Feb 17 Ord Feb 17
 CLARKE, HENRY EDWARD, Leeds, Fancy Shop Assistant Leeds Pet Feb 15 Ord Feb 15
 COBE, ALEXANDER HENRY, and RUSSELL GEORGE PITTARD, Yeovil, Glove Manufacturers Yeovil Pet Feb 20 Ord Feb 20
 COOKE, JOHN WILLIAM, Mansfield, Notts, Builder Nottingham Pet Feb 17 Ord Feb 17
 CRUSE, HASTINGS BRACE, Hove, Sussex, Schoolmaster Brighton Pet Feb 18 Ord Feb 18
 EARTHY, THOMAS, Manningtree, Essex, Furniture Dealer Colchester Pet Feb 18 Ord Feb 18
 GARFORTH, JAMES ALFRED, Dukinfield, Chester, Solicitor Ashton under Lyne Pet Feb 19 Ord Feb 19
 GIBBS, ARCHIE FRANK, Strood, Kent, Painter and Plumber Rochester Pet Feb 20 Ord Feb 20
 GRAINGER, WILLIAM, Cross Farm, nr Stourport, Worcester, Labourer Kidderminster Pet Feb 18 Ord Feb 18
 GRAY, ALFRED, South Norwood, Dairyman Croydon Pet Feb 15 Ord Feb 15
 HANDLEY, JOSEPH HARRY, Widnes, Lancs, Butcher Liverpool Pet Feb 18 Ord Feb 18
 HARRBRIDGE, S'ANNETTE, Liverpool, Dressmaker Liverpool Pet Jan 1 Ord Feb 20
 HARDWICK, HENRY THOMAS, Stalham, Norfolk, Schoolmaster Norwich Pet Feb 18 Ord Feb 18
 HEALTY, JOHN, The Wyches, nr Malpas, Chester, Pig Dealer Nantwich and Crewe Pet Feb 18 Ord Feb 18
 HENDERSON, JAMES HENRY, Bishop Auckland, Confectioner Durham Pet Feb 17 Ord Feb 17
 HINGOLEY, CHARLES WILLIAM, Leeds, Foundry Labourer Leeds Pet Feb 17 Ord Feb 17
 HOBBS, WILLIAM, Ketham, Devonport, Joiner Plymouth Pet Feb 10 Ord Feb 19
 ILLERTON, T. G., Cullercoats, Northumberland Newcastle on Tyne Pet Jan 18 Ord Feb 18
 JONES, HUGH, Llanberis, Carnarvon, Joiner Bangor Pet Feb 19 Ord Feb 19
 KING, JAMES, Ulverston, Innkeeper Batrow in Furness Pet Feb 9 Ord Feb 20
 MADDOX, WILLIAM HENRY, Shrewsbury, Licensed Victualler Shrewsbury Pet Jan 21 Ord Feb 20
 MAISEY, FRANK, Butty Dock, Glam, Baker Cardiff Pet Dec 31 Ord Feb 19
 NASH, EDWARD JAMES, Canton, Cardiff, Musical Instrument Dealer Cardiff Pet Feb 17 Ord Feb 17
 NEWBERRY, ALFRED JAMES WILLIAMSON, Hastings, Boarding house Keeper Hastings Pet Feb 18 Ord Feb 18
 OXSPRING, FRANK, Sheffield, Cycle Dealer Sheffield Pet Jan 16 Ord Feb 18
 PUTTICK, WILLIAM GEORGE, Worthing, Watchmaker Brighton Pet Feb 19 Ord Feb 19
 RICHARDS, THOMAS WILLIAM, Shepherd's Bush, Dairyman High Court Pet Jan 18 Ord Feb 19
 ROCHERSTER, GEORGE, North Shields, Joiner Newcastle on Tyne Pet Feb 2 Ord Feb 19
 ROSSLYN (Countess of), BLANCHE ADELINA, Park in, Wiltshire High Court Pet Sept 2 Ord Feb 18
 SCHWETTER, EMILE, Hatton Garden High Court Pet Feb 15 Ord Feb 15
 SMITH, JOHN EDWARD, Sheffield, Grocer Sheffield Pet Jan 10 Ord Feb 18
 STANGER, THOMAS, Leeds, Wheelwright Leeds Pet Feb 18 Ord Feb 18
 STRAFFORD JAMES, Leebotwood, Salop, Farmer Shrewsbury Pet Feb 16 Ord Feb 20
 SWIFT, WILLIAM, Kingston upon Hull, Plumber Kingston upon Hull Pet Feb 19 Ord Feb 19
 SYMONS, THOMAS, Penzance, Grocer Truro Pet Feb 20 Ord Feb 20
 THOMPSON, SAMUEL HENRY, and JAMES EDGAR THOMPSON, Plymouth, Electricians Plymouth Pet Feb 19 Ord Feb 19
 THOMPSON, WILLIAM ALEXANDER, Notting Hill, Solicitor High Court Pet Oct 29 Ord Feb 18
 TOMLIN, JAMES, and FRANK TOMLIN, Wellingborough, Northampton, Shoe Manufacturers Northampton Pet Jan 23 Ord Feb 16
 TURNER, GEORGE, Llanadwy, Carmarthen, Farmer Carmarthen Pet Feb 20 Ord Feb 20
 WILLIAMS, WALTER, and REUBEN WILLIAMS, Caersgwili, Hope, Flint, Builders Wrexham Pet Feb 18 Ord Feb 18
 WINK, JAMES ELLIS, Dunks Green, Shipbourne, Kent, Nurseryman Tunbridge Wells Pet Feb 18 Ord Feb 18
 WOOLLIAMS, ARTHUR JOHN, Moreton in Marsh, Glou, Draper Banbury Pet Feb 19 Ord Feb 19
 WROGLESWORTH, JOHN WILLIAM, Leeds, Barman Leeds Pet Feb 16 Ord Feb 16
 WRIGHT, ARTHUR, Ipswich Ipswich Pet Feb 19 Ord Feb 19
 WRIGHT, CHARLES WILLIAM, Sydenham, Meat Salesman High Court Pet Feb 20 Ord Feb 20

ADJUDICATION ANNULLED.

COOPER, JOHN, Stockton on Tees, Plasterer Stockton on Tees Adjn July 15, 1903 Annul Feb 17, 1904

Annual Subscriptions, WHICH MUST BE PAID IN ADVANCE: SOLICITORS' JOURNAL and WEEKLY REPORTER, in Wrapper, 53s.; post-free. SOLICITORS' JOURNAL only, 26s.; Country, 28s.; Foreign, 30s. 4d. WEEKLY REPORTER, in Wrapper, 26s.; Country or Foreign, 28s.

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